



To the Honorable Commissioner of Patents and Tradem:

nts or copy thereof.

1. Name of conveying party(ies):

MRB  
3-1-00

101334392

ng party(ies)

Pengo Industries, Inc.

Name:

Pengo Corporation

Individual(s)

Association

Internal Address:

General Partnership

Limited Partnership

Street Address:

710 Zwissig Way

X Corporation-State: Texas

City: Union City

State: CA ZIP: 94587

Other

Individual(s) citizenship

Additional name(s) of conveying parties attached?  Yes  No

Association

General Partnership

3. Nature of conveyance:

X Assignment

Merger

Limited Partnership

Security Agreement

Change of Name

X Corporation-State: Texas

Other:

Other

Execution Date: 2-22-00

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional names and addresses attached?  Yes  No

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,865,169 -and 1,865,171

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John A. Hughes  
TOWNSEND AND TOWNSEND AND CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
(415) 576-0200

6. Total number of applications and registrations involved 2

7. Total fee (37 CFR 3.41): \$65.00

Enclosed  Charge Fees to Deposit Account

X Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

John A. Hughes  
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 2

10. Change Correspondence Address to that of Part 5?  Yes  No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

04/25/2000 TTON11 00000285 201430 1865169

Asst. Commissioner for Trademarks  
Box: Assignments  
Washington, D.C. 20231

01 FC:481  
02 FC:482

40.00 CH  
25.00 CH

RECEIVED  
2000 MAR -1 AM 10:19  
OPR/FINANCE

TRADEMARKS ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature herein below, but shall be effective as of signature date set out hereinbelow. The assignment made by this instrument is from Pengo Industries, Inc., a Texas corporation whose principal place of business is 710 Zwissig Way, Union City, California 94587 (hereinafter "Assignor"), to Pengo Corporation, a Texas Corporation whose principal place of business is 710 Zwissig Way, Union City, California 94587 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the marks **ROCK RIPPER** and **ROCK RIPPER & Design** (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, certification marks, trade names, assumed names, slogans, logos and trade dress, if any - collectively, "the Marks"), and United States applications and registrations therefor, including but not limited to United States Regs. Nos. 1,865,169; and 1,865,171;

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Marks, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Marks"); and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (as defined herein above);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined herein above). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

Pengo Industries, Inc.  
(ASSIGNOR)

Dated: Feb 22, 2000

By: \_\_\_\_\_

  
Howard Kohes  
Controller

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