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U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

03-27-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #70 of Patents

101335183

original document(s) or cop(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Nunc Pro Tunc Assignment  
Effective Date \_\_\_\_\_

**Conveying Party**

Name C. H. HEIST CORP.

Mark if additional names of conveying parties attached

Execution Date March 13, 2000

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York Corporation

**Receiving Party**

Name ONYX INDUSTRIAL SERVICES, INC.

Mark if additional names of receiving parties attached

Address (line 1) 1980 North Highway 146

Address (line 2) La Porte

Texas

77571

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. (Designation must be a separate document from Assignment)

Citizenship/State of Incorporation/Organization Delaware Corporation

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

**Correspondent Name and Address**

Area Code and Telephone Number 713 221-1377

Name Albert B. Kimball Jr.

Address (line 1) BRACEWELL & PATTERSON, L.L.P.

Address (line 2) 711 LOUISIANA, SUITE 2900

Address (line 3) HOUSTON, TEXAS 77002

**Pages** Enter the total number of pages of the attached conveyance document including any attachments 1

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Either enter the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers)

Trademark Application Number (s)

Registration Number(s)

| 1,278,319; 1,278,320 AND 1,278,321

**Number of Properties** Enter the total number of properties involved.

3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$120.00

Method of Payment: Enclosed  Deposit Account  Authorization to charge additional fees: Yes  No

Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account 50-0259

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Albert B. Kimball Jr.

Name of Person Signing

*Albert B. Kimball Jr.*  
Signature

3/24/00

Date Signed

04/26/2000 JJALLAH2 0000055 1278319

01 FC:402 KIMBAB064457009003  
02 FC:402 HOUSTON1102779.1

40.00 OP  
50.00 OP

TRADEMARK  
REEL: 002060 FRAME: 0663

# TRADEMARK ASSIGNMENT

WHEREAS, C.H. Heist Corp., a New York corporation, (herein "Heist"), is the registrant for and now record owner of the following trademarks:

WATERBURST DESIGN	U.S. Reg. No. 1,278,319
HEIST	U.S. Reg. No. 1,278,320
HEIST AND DESIGN	U.S. Reg. No. 1,278,321

which are now registered in the United States Patent and Trademark Office; and

United Kingdom Registration No. 2,100,213	SMART GUN
Canadian Registration No. 306,627	WATERBURST DESIGN
Canadian Registration No. 306,628	HEIST
Canadian Registration No. 303,069	HEIST AND DESIGN

WHEREAS, Onyx Industrial Services, Inc., a Delaware corporation, (hereinafter "Onyx"), and having a bona fide and effective commercial establishment at 1980 North Highway 146, LaPorte, Texas 77571, is desirous of acquiring the trademarks and the registrations thereof;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged by Heist, Heist has assigned, and does hereby assign to Onyx:

- (a) all right, title, and interest of Heist in and to the trademarks, together with the goodwill of the business symbolized by the mark and the above-identified registrations thereof; and
- (b) the right to sue for and be entitled to any damages for infringement of the trademarks and the above-identified registrations thereof prior to the date hereof.

Dated this 13th day of March, 2000.

C. H. Heist Corp.

By: 

Charles H. Heist III, Chairman