

05-04-2000



101344856

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

APR 14

4.14.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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

05/04/2000 DC0ATES 00000193 75000746

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002065 FRAME: 0971

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75008746"/>	<input type="text" value="75469109"/>	<input type="text" value="75530570"/>	<input type="text" value="1934504"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75007903"/>	<input type="text" value="75462255"/>	<input type="text"/>	<input type="text" value="2160968"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75427183"/>	<input type="text" value="75460532"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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.

Erin K. Dixon

April 14, 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), is executed to be effective as of the 21st day of January, 2000 (the "Effective Date") between LOADHANDLER INDUSTRIES, INC., Texas corporation ("Grantor") and LOADHANDLER PRODUCTS CORPORATION, a Texas corporation ("Grantee").

W I T N E S S E T H :

WHEREAS, the United States Bankruptcy Court for the Western District of Texas, Austin Division has issued an Order Approving the Sale of All Property of the Estate dated January 10, 2000 (the "Order"), pursuant to which Grantor has been ordered to convey to James P. Borke ("Borke"), or his assigns, all of the assets of Grantor used in connection with its business of developing, manufacturing and selling various automotive accessories (the "Business") under the terms and conditions set forth in the Order; and

WHEREAS, pursuant to that certain Assignment of Note and Liens dated January 21, 2000, Borke has assigned to Grantee his right under the Order to purchase all of the assets of Grantor used in connection with Grantor's Business, and Grantor has acknowledged such assignment; and

WHEREAS, Grantor holds certain trademark rights in connection with the Business; and

WHEREAS, this Assignment is entered into to evidence the transfer of the hereinafter described trademark rights of Grantor to Grantee.

NOW, THEREFORE, in consideration of the premises, mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee, its successors and assigns, effective as of the Effective Date, all of Grantor's right, title and interest in and to all of the trademarks listed and described on Exhibit A attached hereto, including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all other rights corresponding thereto throughout the world (all of the foregoing collectively referred to herein as the "Trademarks"), together with the goodwill of the business to which each of the Trademarks relates

2. Grantor hereby covenants and warrants that (i) Grantor is the sole and exclusive owner of the entire right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (ii) each of the Trademarks are subsisting and have not been adjudged invalid or unenforceable, (iii) each of the Trademarks is valid and enforceable, (iv) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and (v) Grantor has the full right and authority to convey the Trademarks and to execute this instrument


3. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to the choice of law principles thereof.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantee and Grantor have caused this instrument to be executed by their duly authorized officers effective as of the date set forth above.

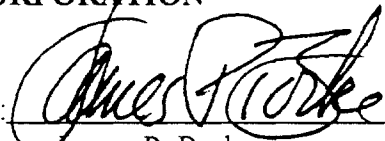
GRANTOR:

LOADHANDLER INDUSTRIES, INC.

By: 
Don B. Mauro
President

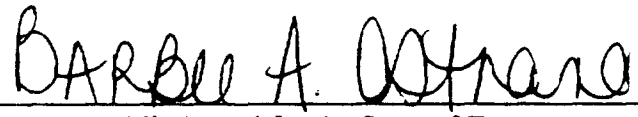
GRANTEE:

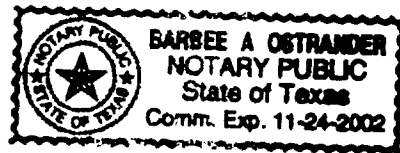
LOADHANDLER PRODUCTS CORPORATION

By: 
James P. Borke
President

STATE OF TEXAS §
COUNTY OF TRAVIS §
§

This instrument was acknowledged before me on the 2nd day of FEBRUARY, 2000, by Don B. Mauro, President of LOADHANDLER INDUSTRIES, INC., a Texas corporation.


Notary Public in and for the State of Texas



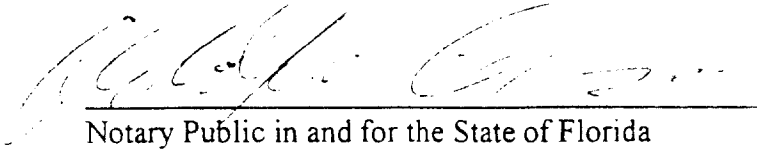
STATE OF FLORIDA

§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 31 day of January, 2000, by James P. Borke, President of LOADHANDLER PRODUCTS CORPORATION, a Texas corporation.

ADOLFO G. CASCO
Notary Public - State of Florida
My Commission Expires May 25, 2003
Commission # CC 840020



Notary Public in and for the State of Florida

EXHIBIT A

LIST OF TRADEMARKS

<u>Trademark</u>	<u>Trademark No.</u>	<u>Date</u>
"Loadhandler" Unloading Device for Pickup Trucks	1,934,504 Issued	November, 1995
"Loadhandler" Vehicle Floor Mats	75/008,746 Pending	October, 1995
"Smart-Mat" Cargo Mats	2,160,968 Issued	May, 1998
"Doubl-Mat" Vehicle Floor Mats	75/007,903 Pending	October, 1995
"Intersnap"	75/427,183 Pending	February, 1998
"Smart Crate"	75/469,109 Pending	March, 1998
"Cargology"	75/462,255 Pending	March, 1998
"Dash Mat"	75/460,532 Pending	April, 1998
"Happy Tray"	75/530,570 Pending	August, 1998