

08-30-2000

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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**

Merger **Effective Date**
Month Day Year

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/AKATA

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.)

06/05/2000 DMGUYEN 00000077 1723574

FOR OFFICE USE ONLY

01	FC:481	40.00	OP
02	FC:482	25.00	OP
03	FC:998	15.00	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: 002099 FRAME: 0872

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)

<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"/>

Registration Number(s)

<input type="text" value="1723574"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1893056"/>	<input type="text"/>	<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.

Peter Workin

8/10/2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OME 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

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Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF TRADEMARK

WHEREAS, R. J. Howell Co., Inc., a Texas corporation, whose business address is located as set forth below (hereinafter referred to as the "Assignor") has used the mark (hereinafter referred to the "said mark"), registered in the United States Patent and Trademark Office as set forth on the attached Exhibit "A"; and

WHEREAS, Light Process Company, L.P., a Texas limited partnership (hereinafter referred to as "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the good will of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

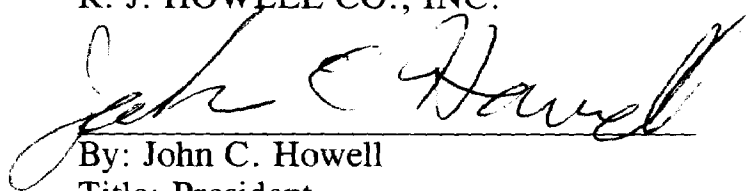
Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

EXECUTED effective the 2nd day of May, 2000, notwithstanding the actual date of execution.

ASSIGNOR:

R. J. HOWELL CO., INC.

[Corporate Seal]



By: John C. Howell

Title: President

Address: 13122 Mula Court

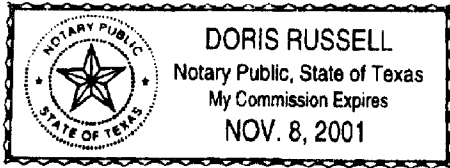
Stafford, Texas 77477

THE STATE OF TEXAS

§
§
§

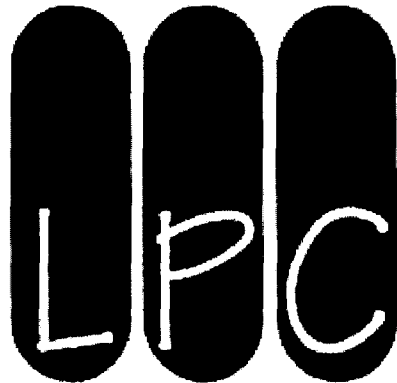
COUNTY OF FORT BEND

On this 1st day of May, 2000, before me personally came John C. Howell, who being by me duly sworn did depose and say that he is the President R. J. Howell Co., Inc., the corporation described in the foregoing Assignment and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Doris Russell
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

EXHIBIT "A"



Trademark Registration Number: 1,893,056

Trademark Registration Date: May 9, 1995

Trademark Registration Date: October 13, 1992

ASSIGNMENT OF TRADEMARK

WHEREAS, R. J. Howell Co., Inc., a Texas corporation, whose business address is located as set forth below (hereinafter referred to as the "Assignor") has used the mark (hereinafter referred to the "said mark"), registered in the United States Patent and Trademark Office as set forth on the attached Exhibit "A"; and

WHEREAS, Light Process Company, L.P., a Texas limited partnership (hereinafter referred to as "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the said mark and the registration therefor, together with the good will of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

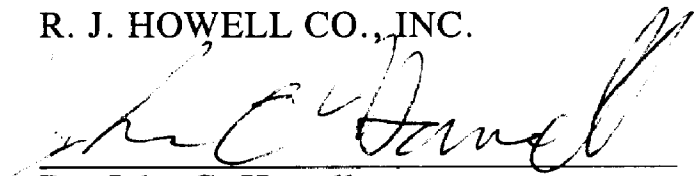
NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the said mark and the registration therefor, together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

EXECUTED effective the 1st day of May, 2000, notwithstanding the actual date of execution.

ASSIGNOR:

R. J. HOWELL CO., INC.



By: John C. Howell

Title: President

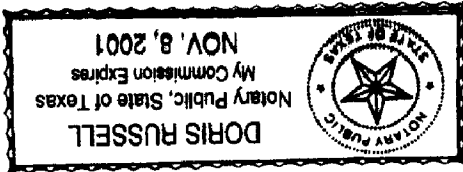
Address: 13122 Mula Court

Stafford, Texas 77477

[Corporate Seal]

THE STATE OF TEXAS §
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COUNTY OF FORT BEND §

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Doris Russell
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

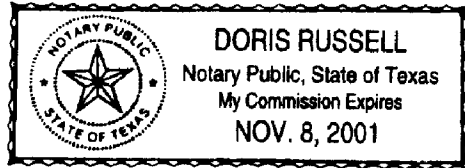


EXHIBIT "A"



Trademark Registration Number: 1,723,574

Trademark Registration Date: October 13, 1992