

Expires 06/30/99
OMB 065 -0027



Patent and Trademark Office
TRADEMARK

101413907
COVER SHEET
TRADEMARKS ONLY

MRO

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 Change of Name
 - Other
- Effective Date
Month Day Year

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 conveying 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 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*.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

07/26/2000 MTHAI1 00000053 500208 0606564

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

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

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

#

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" value="0606564"/>	<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"/>

NUMBER OF PROPERTIES Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 C.F.R. § 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:

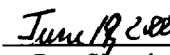
Yes No

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.

William A. Munck, State Bar No. TX 00786127
Name of Person Signing


Signature


Date Signed

Assignment of Trademark Rights

This Assignment of Trademark Rights is entered into as of May 26, 2000, by and between Cyclone, Inc., Delaware corporation ("Assignor") and Cyclone Acquisition Company, LLC, a Delaware limited liability company ("Assignee"), together, the "Parties."

Recitals

WHEREAS, Assignor is the owner of certain assets described on Schedule 1 hereto (collectively, the "Assets"), including but not limited to the trademarks and trademark registrations set forth on Schedule 2 hereto (the "Trademarks"); and

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of April __, 2000 (the "Purchase Agreement"), under which, among other things, Assignor agrees to sell, assign, transfer, convey and deliver to Assignee, and Assignee agrees to purchase, acquire and accept from Assignor the Assets, including but not limited to the Trademarks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign its rights to the Trademarks, together with all of the business to which the Trademarks pertain, to Assignee, and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Assignment and in the Purchase Agreement and documents related hereto and thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

Article I

Section 1.1. Assignment of Rights and Trademark Registrations. Assignor hereby assigns, conveys and transfers unto Assignee all of Assignor's right, title and interest in all of the Assets and all of the Trademarks. With respect to the Trademarks, this Assignment includes, but not limited to (a) all trademarks and trademark registrations filed in the United States Patent and Trademark Office, as set forth in Schedule 2, (b) all trademarks and trademark registrations made in any country foreign to the United States, (c) all common law rights with respect to the Trademarks, and (d) all goodwill of any business symbolized by the Trademarks.

Section 1.2. Goodwill in Marks. Each of the Parties hereto acknowledges that all use of the Trademarks, including all goodwill associated therewith, shall inure to the benefit of Assignee. Furthermore, Assignor shall not at any time, during the term of this Assignment, adopt or use without Assignee's prior written consent, any word, mark, symbol or slogan which is likely to be similar to or confusing with the Trademarks.

Article II

Section 2.1. Ownership of Existing Rights. This Assignment is predicated on the fact, and by execution hereof, that Assignor represents and warrants to Assignee, that to the best of the Assignor's knowledge and belief the Assignor has the rights conveyed under this Assignment. Assignor represents and warrants to Assignee that as of the effective date of the Assignment the Assignor has not assigned, licensed or otherwise encumbered the rights to use the Trademarks to person or entity for any purpose whatsoever. The foregoing representation and warrants shall survive the termination of this Assignment.

Section 2.2. Protection of Property. Assignee shall have full and exclusive authority to bring or defend, and maintain and settle any and all suits or controversies that may arise with respect to the Trademarks.

Section 2.3. Registration of any Trademarks. If Assignee applies for federal, state or foreign registration of any trademark that falls within the provisions of this Assignment, any such registration shall be the property of Assignee. All trademarks or other property that are improvements, changes, derivations, additions, approximations, and deceptively similar names and all goodwill accruing to the use thereof fall within the provisions of this Assignment.

Article III

Section 3.1. Applicable Law. AS BETWEEN THE ASSIGNOR AND THE ASSIGNEE, THIS ASSIGNMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUSIVE OF CONFLICTS OF LAW PROVISIONS, AND WILL, TO THE MAXIMUM EXTENT PRACTICABLE, BE DEEMED TO CALL FOR PERFORMANCE IN DALLAS COUNTY, TEXAS. COURTS WITHIN THE STATE OF TEXAS SHALL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN THE ASSIGNOR AND THE ASSIGNEE, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. THE ASSIGNOR AND THE ASSIGNEE HEREBY CONSENT TO AND AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS. VENUE IN ANY SUCH DISPUTE WHETHER IN FEDERAL OR STATE COURT SHALL BE LAID IN DALLAS COUNTY, TEXAS.

Section 3.2. Severability. If any of the provisions of this Assignment are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Assignment, but rather the entire Assignment will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. The Parties acknowledge that if any provision of this Assignment is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.

Section 3.3. Partnership; Agency. The Parties specifically intend that this Assignment does not constitute a partnership or joint venture agreement and no partnership or joint venture is intended.

Section 3.4. Third Parties. Except as set forth or referred to herein, nothing in this Assignment is intended or shall be construed to confer upon or give to any party other than the Parties and their successors and permitted assigns, if any, any rights or remedies under or by reason of this Assignment.

Section 3.5. Assignment and Licensing. Assignee may assign, license or sublicense the rights conveyed herein at any time.

Section 3.6. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and delivered personally or sent by registered or certified mail (return receipt requested), or by telecopy to:

if to Assignor: Cyclone, Inc.
c/o Mr. Paul M. Finfer
5802 Nicholson Lane
#L-06
Rockville, MD 20852
Fax: (301) 230-1461

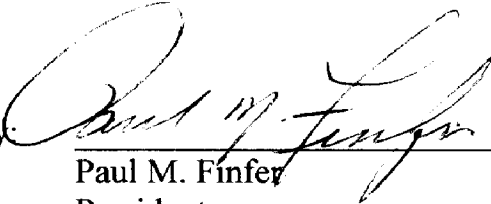
If to Assignee, to: Cyclone Acquisition Company, LLC
c/o Avatex Corporation
Attn: Robert H. Stone
5910 North Central Expressway
Suite 1780
Dallas, TX 75206
Fax: (214) 365-7499

Section 3.7. Entire Agreement. This Assignment, together with the Purchase Agreement, represent the Parties' entire agreement with respect to the subject matter hereof and supersede and replace any prior agreement or understanding with respect thereto. This Assignment may not be amended or supplemented except pursuant to a written instrument signed by the Parties against whom such amendment or supplement is to be enforced.

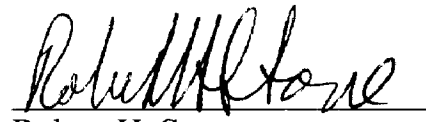
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be signed by their duly authorized respective officers or agents, as of the date first above written.

CYCLONE, INC.,
a Delaware corporation

By: 
Paul M. Finfer
President

**CYCLONE ACQUISITION
COMPANY, LLC,**
a Delaware limited liability company

By: 
Robert H. Stone
Authorized Agent

VERIFICATION

STATE OF Maryland)
)
COUNTY OF Prince George's)

BEFORE ME, the undersigned, a notary public in and for the County aforesaid, on this the this day personally appeared Paul M. Finfer, duly sworn to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the foregoing as the act of Cyclone, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated, and that he had the requisite authority to do so in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME this 26th day of May, 2000, to which witness my hand and official seal.

Juanita Fincham
Notary Public in and for
the State of Maryland

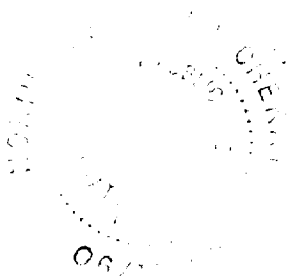
JUANITA A. FINCHAM
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 12, 2001

STATE OF DALLAS)
)
COUNTY OF TEXAS)

BEFORE ME, the undersigned, a notary public in and for the County aforesaid, on this the this day personally appeared Robert H. Stone, duly sworn to me to be the person whose name is subscribed on the foregoing instrument, and acknowledged to me that he executed the foregoing as the act of an authorized agent of Cyclone Acquisition Company, LLC, for the purposes and consideration therein expressed, and in the capacity therein stated, and that he had the requisite authority to do so in the capacity therein stated.

SUBSCRIBED AND SWORN TO BEFORE ME this 4th day of May, 2000, to which witness my hand and official seal.

Donna Bernille Cherry
Notary Public in and for
the State of Texas



Schedule 1 – Assets

All of Assignor's rights, title and interests in and to (i) the names "Cyclone" and "Cyclone Fence" and any and all related trademarks, trade names, service marks, trade dress, memorabilia, prints, paintings, advertisements, signs and logos and registrations and applications for registration thereof, (ii) all patents and patent applications (including reissues, divisions, continuations-in-part and extensions thereof), invention disclosures, inventions and improvements thereto, (iii) all copyrights, copyright applications and registrations thereof, (iv) all licenses of any of the foregoing, and (v) all other intellectual property relating to any of the foregoing;

All of Assignor's rights to sue for, and remedies against, past, present and future infringements of any of the foregoing, and rights of priority and protection of interests therein under applicable laws;

All of Assignor's rights under and with respect to the Representation Agreement dated as of September 30, 1999, between Assignor and The Beanstalk Group, Inc.:

All of Assignor's books and business records and files relating to any of the foregoing;
and

All goodwill relating or pertaining to any of the foregoing.

All of the foregoing are referred to collectively as the "Assets."

Schedule 2 – Trademarks

All Classes Federal Trademark Search - CYCLONE

MARK : CYCLONE

STATUS TEXT : RENEWED
REGISTRATION NO : 0606564
REGISTRATION DATE : 31 MAY 1955
RENEWAL DATE : 31 MAY 1995
SERIAL NUMBER : 71-665254
FILING DATE : 26 APR 1954
REGISTER : PRINCIPAL

MARK DRAWING CODE : (1) TYPESET: WORDS, LETTERS AND/OR NUMBERS

ORIGINAL OWNER : UNITED STATES STEEL CORPORATION
NEW JERSEY -CORPORATION
525 WILLIAM PENN PLACE
PITTSBURGH
PENNSYLVANIA

LAST LISTED OWNER : USX CORPORATION
DELAWARE - CORPORATION
600 GRANT STREET

PITTSBURGH
PENNSYLVANIA 152194776

CORRESP. ADDR : WILLIAM F. RIESMEYER, III
USX CORPORATION
600 GRANT STREET
PITTSBURGH, PA 15219-4776

ATTORNEY NAME : WILLIAM F. RIESMEYER, III

INTERNAT. CLASS : 00, 00
U.S. CLASS : 13, 35

AFFIDAVITS : SEC 8 & 15 ACCEPTED AND ACKNOWLEDGED
DETAILED STATUS : Renewed

OWNER OF OTHER : (0)0100957 (0)0212792 (0)0213643

GOODS/SERVICES:

US 13; IC 00; WIRE FENCING, FENCE GATES AND FENCE POSTS.
FIRST USE: 18950000 ; FIRST USE IN COMMERCE: 18950000
US 35; IC 00; [CONVEYOR BELTING].
FIRST USE: 19251111 ; FIRST USE IN COMMERCE: 19251111 -EXPIRED-

----- TITLE HISTORY -----

Type: Merger

Reel/Frame: 0605/0185

Merging : UNITED STATES STEEL CORPORATION

All Classes Federal Trademark Search - **CYCLONE**

Into : USX CORPORATION

Effective Date : 19860709
Date Signed : 19880112
Date Recorded : 19880523

Type: Assignment

Reel/Frame: 1314/0313

Assignor: USX CORPORATION

Assignee: CYCLONE, INCORPORATED
(DELAWARE - CORPORATION)
1 HOLLY HILL LANE
GREENWICH
CONNECTICUT
06830

Date Signed : 19950316

Date Recorded : 19950405

Details: Assigns Entire Interest and Goodwill



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TRADEMARK TEXT AND IMAGE DATABASE

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(1 of 1)

Check Status

Word Mark *CYCLONE*

Owner Name (REGISTRANT) UNITED STATES STEEL CORPORATION

Owner Address 525 WILLIAM PENN PLACE PITTSBURGH PENNSYLVANIA CORPORATION NEW JERSEY

Owner Name (LAST LISTED OWNER) USX CORPORATION

Owner Address 600 GRANT STREET PITTSBURGH PENNSYLVANIA 152194776 CORPORATION DELAWARE

Attorney of Record WILLIAM F. RIESMEYER, III

Serial Number 71-665254

Registration Number 0606564

Filing Date 04/26/1954

Registration Date 05/31/1955

Mark Drawing Code (1) TYPED DRAWING

Register PRINCIPAL

Other Registration Info. 0100957; 0212792; 0213643

Affidavits SECT 15.

Type of Mark TRADEMARK

Renewals 1ST RENEWAL 1975.05.31

Goods and Services WIRE *FENCING*, *FENCE* GATES AND *FENCE* POSTS; DATE OF FIRST USE: 1895.00.00; DATE OF FIRST USE IN COMMERCE: 1895.00.00

Goods and Services [CONVEYOR BELTING]; DATE OF FIRST USE: 1925.11.11; DATE OF FIRST USE IN COMMERCE: 1925.11.11



(1 of 1)

3/7/00 10:51 AM