

D.

FACSIMILE



RECORDATION

07-31-2000

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the 06-27-2000 id Traden

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #34



101420369

ment(s) or cop(ies).

Submission type

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

6-27-00

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date **05/05/2000**

Conveying Party

Mark if additional names of conveying parties attached

Name Premier Drywall Tool Company, Inc. Execution Date 05/05/2000

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name AXIA Incorporated

DBA/AKA/TA _____

Composed of _____

Address (line 1) 801 Travis, Suite 1400

Address (line 2) Houston, Texas 77002

Address (line 3) _____

- Individual General Partnership Limited Partnership
- Corporation Association

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Mr. Robert C. Curfiss

Address (line 1) Bracewell & Patterson, L.L.P.

Address (line 2) 711 Louisiana St., Ste 2900

Address (line 3) Houston, TX 77002

Correspondent Name and Address

Area Code and Telephone Number (713) 221-1430

Name Mr. Robert C. Curfiss

Address (line 1) Bracewell & Patterson, L.L.P.

Address (line 2) 711 Louisiana St., Ste 2900

Address (line 3) Houston, TX 77002

Pages Enter the total number of pages of the attached conveyance document including any attachments 4

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)

1,958,367

Number of Properties Enter the total number of properties involved. 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): **\$40.00**

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.

Mr. Robert C. Curfiss

Name of Person Signing

Robert C. Curfiss

Signature

6-27-2000

Date Sign

07/28/2000 DNGUYEN 00000151 1958367

01 FC:481

40.00 DP

ZIENA\004793\000011
HOUSTON\1140429.1

TRADEMARK
REEL: 002111 FRAME: 0175

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 5th day of May, 2000 by Premier Drywall Tool Company, Inc., a California corporation ("Assignor") to AXIA Incorporated, a Delaware corporation ("Assignee").

WHEREAS, the Assignor is the owner of the trademarks, service marks and trade names as represented by the trademark registrations described on the Schedule attached to and made a part of this Assignment ("Trademarks");

WHEREAS, the Assignee is interested in acquiring the Trademarks, including all domestic and foreign rights, registrations, and applications, from the Assignor, and the Assignor is interested in transferring the Trademarks to the Assignee.

NOW, THEREFORE, the Assignor, for the sum of one United States dollar and other good and valuable consideration, the receipt, adequacy and sufficiency of which is acknowledged by the Assignor:

1. Hereby sells, assigns, transfers and conveys to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademarks and the associated

registrations and applications, both domestic and foreign, together with the goodwill of the business associated with and symbolized by the Trademarks; and

2. All causes of action, past, present, and future for infringement or unfair competition with respect to the Trademarks; and

3. Will, upon reasonable written request of Assignee, its successors and assigns, execute reasonable documents prepared at the expense of Assignee, its successors and assigns, to perfect its title to any and all rights in the Trademarks conveyed hereunder.

The Assignor hereby represents that the Assignor is the sole owner of all right, title and interest in and to the Trademarks, has the right and ability to perform fully under the terms of this Assignment, and has not executed, nor will execute, any assignments, licenses, interests, or other agreements that would limit in any way the effectiveness of the transfer described above.

IN WITNESS WHEREOF, Assignor has given legal effect to this Assignment by its duly authorized representative.

ASSIGNOR:

PREMIER DRYWALL TOOL COMPANY, INC.

By: Joseph P. Cristano
Name: JOSEPH P. CRISTANO

Title: President

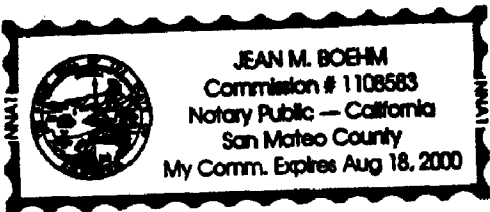
STATE OF CALIFORNIA

COUNTY OF SAN MATEO

This instrument was acknowledged before me on June 7, 2000, by Joseph P. Cristiano the President, of Premier Drywall Tool Company, Inc., a California corporation, on behalf of said corporation.

Jean M. Boehm.
Notary Public in and for
the State of California
Name: Jean M. Boehm

My commission expires: 8/18/2000



Schedule of Trademarks

Mark

U.S. Registration No.

Premier Speed Taper

1,958,367

BLANJL\004793\008001
HOUSTON\1111618.6