

12-22-2000

FORM PTO-1594

(Rev. 6-93)

Corr 12.4 RECORD



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

101558831

Tab settings

To the Assistant Commissioner for Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Sunmarks, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 16, 2000

2. Name and address of receiving party(ies)

Name: Oil Service, Inc.

Internal Address: _____

Street Address: 2899 Grand Avenue

City: Pittsburgh State: PA ZIP: 15225

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

811,609



08-09-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #39

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julie W. Meder

Internal Address: Webb Ziesenheim Logsdon

Orkin & Hanson, P.C.

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh State: PA ZIP: 15219-1818

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach triplicate copy of this page if paying by deposit account.)

09/12/2000 JJALLAH2 00000096 811609

DO NOT USE THIS SPACE

9. 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.

Julie W. Meder
Name of Person Signing

Julie W. Meder
Signature

August 7, 2000
Date

6

Total number of pages including cover sheet, attachments and document

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
Crystal Gateway 4, Room 335, Washington, D.C. 20231

TRADEMARK
REEL: 002198 FRAME: 0070

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") made and entered into this 16th day of June, 2000, by SUNMARKS, INC., a Delaware corporation, ("Assignor") in favor of OIL SERVICE, INC., a Pennsylvania corporation ("Assignee"),

W I T N E S S E T H :

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to the trademark shown in Schedule A (the "Trademark");

WHEREAS, Assignor, Assignee and Sunoco, Inc. (R&M) have entered into an Asset Sale and Purchase Agreement dated as of June 16, 2000 (the "Asset Purchase Agreement"), providing for the sale by Assignor to Assignee of certain assets of Assignor; and

WHEREAS, In Section 2.1(a) of the Asset Purchase Agreement, Assignor agreed to grant to Assignee all right, title and interest of Assignor in and to the Trademark, registration thereof, and goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill symbolized by and associated with the Trademark and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;
2. Assignee hereby accepts the foregoing assignment and expressly assumes any and all liabilities, debts and obligations associated with the Trademark;
3. Assignee shall be responsible for and Assignor shall cooperate in the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions necessary to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademark as presently held by Assignee;
4. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns;
5. This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania;

6. This Assignment and the Asset Purchase Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto; and

7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above-written.

SUNMARKS, INC.

By: _____

Paul A. Mulholland
President

OIL SERVICE INC.

By: _____

Thomas J. Langston
President

SCHEDULE A

SEAL 'N SOUND (Stylized) - U.S. Registration No. 811,609

A-1

TRADEMARK
REEL: 002198 FRAME: 0073

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

SS.

COUNTY OF PHILADELPHIA

Paul A. Mulholland, being duly sworn, says that he is the President of Sunmarks, Inc. a Delaware corporation, and acknowledges that he did sign said instrument on behalf of Sunmarks, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 16th day
of June, 2000.

Judith Ann Fritsch
Notary Public

My commission expires: March 27, 2004

(SEAL)

Notarial Seal
Judith Ann Fritsch, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Mar. 27, 2004
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

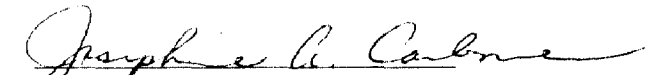
STATE OF PENNSYLVANIA

SS.

COUNTY OF ALLEGHENY

Thomas J. Langston, being duly sworn, says that he is the President of Oil Service, Inc., a Pennsylvania corporation, and acknowledges that s/he did sign said instrument on behalf of Oil Service, Inc., pursuant to due authority.

Sworn to and subscribed
before me this 19th day
of June, 2000.


Notary Public

My commission expires: _____

(SEAL)

