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101640377

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

3/1/01

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
 - Change of Name
 - Other
- Effective Date
Month Day Year

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

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

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.)

Citizenship/State of Incorporation/Organization

03/16/2001 610N11 00000262 76131377

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002252 FRAME: 0841

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="76131377"/>	<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"/>

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.

Mark H. Krietzman

2-28-01

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), entered into and effective this 17th day of February, 2001, is by and between Star Horse Products a Mississippi Corporation having a principal place of business at 262 West Washington Street Ridgeland, Mississippi 39157, ("STAR"), and ("Assignor") J.T. Industries, a California Partnership having a principal place of business at 1537 McFadden Avenue, Unit-C, Santa Ana California 92705 ("JTI").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have sold, assigned and transferred and do hereby sell, assign and transfer unto STAR and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and to the subject matter of U.S. Trademark Application No. 76/131377 for the mark STAR HORSE TM and any and all common law rights in the same (the "Mark") together with all of the goodwill of Assignor's business connected with the use of and symbolized by said Mark, and any and all claims for damages by reason of past infringement of said Mark together with the right to sue and collect damages therefor.

Assignor also hereby sells, assigns and transfers unto STAR its entire right, title and interest in and to said Mark and in and to any and all applications for foreign trademarks therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties respecting said Mark in foreign countries. Assignor further authorizes STAR to apply for protection of said Mark in foreign countries directly in STAR's own name, and to claim priority of the Mark's U.S. filing date under the provisions of any and all international conventions and treaties.

Assignor agrees that, upon request, it will sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Mark in all countries and for vesting title thereto in STAR, its successors, assigns and legal representatives or nominees. Assignor covenants to STAR, its successors, assigns and legal representatives, that the Mark hereby conveyed is free from Assignor's prior assignment, grant, mortgage, license or other encumbrance.

IN WITNESS WHEREOF, Assignor has executed this Agreement on the date set forth below.

J.T. Industries

Dated: February 17, 2001

By: [Signature]

Name: Larry F. Smith

Title: Vice President/Partner

ACKNOWLEDGEMENT

STATE OF California)
) SS
COUNTY OF Orange)

On the 17 day of February, 2001, before me personally appeared James Larry F., known to me or proved to me on the basis of satisfactory evidence to be the Vice President/Partner of J.T. Industries, described in and who acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed.

[Signature]
Notary Public

My commission expires: July 29, 2003

