

04-19-2001



101680328

RECORDATION FORM COVER SHEET

Docket Nos.:

TRADEMARK ONLY

00014/04TM-08TM

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gearench, Inc.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other _____

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



04-11-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #58

Limited Partnership

Name and address of receiving party(ies):

Name: ORBIX CORPORATION

Internal Address: _____

Street Address: South Highway Six

City: Clifton State: Texas ZIP: 76634

3. Nature of conveyance:

9-11-01

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

Execution Date: December 1, 1999

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

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

(Designations must be a separate document from)

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)

1,150,837 1,154,616 1,163,394
1,163,399 1,163,400

Additional numbers attached? Yes No

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

Name: Robert W. Strozier

Internal Address: _____

Street Address: 2925 Briarpark Drive, Suite 930

City: Houston State: TX ZIP: 77042

6. Total number of applications and registrations involved: 5

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

1405

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.

Robert W. Strozier
Name of Person Signing

Signature

11 April 2001
Date

Total number of pages including cover sheet: 4

04/19/2001 10:00:00 AM 00014/04TM-08TM 101680328
04/19/2001 10:00:00 AM 40.00 0P
04/19/2001 10:00:00 AM

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "*Assignment Agreement*") is made effective as of the 31st day of December 1990 (the "*Effective Date*") by and between Gearench, Inc., a Texas corporation ("*Assignor*"), and ORBIX CORPORATION, a Texas corporation ("*Assignee*");

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the trademarks described in Exhibit A, attached hereto and incorporated by reference herein, and any and all trade dress associated therewith (the "*Marks*"), together with the goodwill of the businesses with respect to which the Marks are associated or used;

WHEREAS, Assignor desires to assign, transfer, convey, deliver, and contribute unto Assignee all of its worldwide rights, titles, and interests in and to the Marks;

NOW, THEREFORE, in consideration of \$10.00 paid by Assignee to Assignor, the above recitals, the covenants, agreements, and benefits to be obtained hereby, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

SECTION 1 ASSIGNMENTS. Assignor hereby assigns, transfers, conveys, delivers, and contributes unto Assignee all of Assignor's worldwide rights, titles, and interests in and to the Marks, together with (1) the goodwill of all businesses with respect to which the Marks have been or are associated or used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Marks. Assignor further hereby assigns, transfers, conveys, delivers, and contributes unto Assignee all of Assignors' worldwide rights, titles, and interests in and to the trade dress, labels, and designs associated with the Marks.

SECTION 2 FURTHER ACTIONS. From time to time, if as and when requested by Assignee, or by its successors or assigns, Assignor shall execute and deliver or cause to be executed and delivered all such instruments, authorizations, and other documents, and shall take or cause to be taken all such further or other actions, as the Assignee or its successors and assigns may deem necessary or appropriate in order to vest in and confirm unto Assignee all worldwide rights, titles, and interests in and to the Marks and other items referenced in Section 1 of this Assignment Agreement and otherwise to carry out the intent and purposes of this Assignment Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed and delivered effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

GEARENCH, INC.

ORBIX CORPORATION

By: 
Robert N. Posey
Treasurer

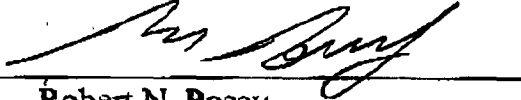
By: 
Robert N. Posey
President

EXHIBIT A

TRADEMARKS

UNITED STATES TRADEMARK REGISTRATIONS

MARK	File Number	REG. NUMBER	CLASS
PETOL	00014/04TM	1163394	006 & 008
TITAN	00014/05TM	1150837	008
PETOL TOOLS & Design	00014/06TM	1163400	006 & 008
TITAN TOOL & Design	00014/07TM	1154616	008
PETOL TOOLS TITAN TOOLS & Design	00014/08TM	1163399	006 & 008