

05-15-2001

FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
TM05/REV03



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Docket No.:
26524.0900

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

1. Name of conveying party(ies):

Tekton, Inc.

~~SHS~~
S-01-01

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

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

2. Name and address of receiving party(ies):

Name: Clarke Assets LLC

Internal Address: _____

Street Address: 7234 E. Shoeman Lane

City: Scottsdale State: AZ ZIP: 85251

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



05-01-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #10

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

3. Nature of conveyance:

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

Execution Date: March 22, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,044,131
1,979,010

Additional numbers attached? Yes No

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

Name: Damon L. Boyd

Internal Address: Snell & Wilmer L.L.P.

Street Address: One Arizona Center

400 East Van Buren

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2814

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.

Damon L. Boyd, Reg. No. 44,552

Name of Person Signing

Signature

25 April 2001

Date

Total number of pages including cover sheet, attachments, and documents: _____

TRADEMARK LP

REEL: 002295 FRAME: 0600

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 22nd day of March, 2001, by and between Tekton, Inc. ("Tekton") and Clarke Assets LLC ("Clarke").

RECITALS

A. Tekton is the owner of patents and patent applications listed in Exhibit A ("the Patents"), and Tekton is desirous of transferring to Clarke all of such right, title and interest to the Patents and any provisional, non-provisional, continuation, divisional, reissue, reexamination, foreign, PCT or other patent application based on the Patents ("Formal Applications") (collectively "Patent Rights") and certain United States and foreign trademarks and trademark applications (including any common law rights associated with the trademarks) listed in Exhibit A.

B. Clarke is desirous of obtaining all right, title and interest to the Patents, and any Formal Applications from Tekton.

C. Tekton is desirous of transferring to Clarke all right, title and interest to the Trademarks.

NOW THEREFORE, in consideration of the mutual covenants of the parties, each to the other, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

PATENT ASSIGNMENT

1.1 PATENT ASSIGNMENT

(a) Tekton hereby does sell, assign and transfer to Clarke, its successors, assigns and legal representatives, the full and exclusive right to the Patents and to all Formal Applications, in the United States and all foreign countries, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States adheres, and hereby authorizes and requests the Commissioner of Patents to issue said Letters Patent to Clarke on any of such Formal Applications, for the sole use and benefit of Clarke, its successors, assigns and legal representatives.

(b) Clarke shall be responsible for preparing and recording all required assignment documents, as well as the prosecution and maintenance of the Patents and all Formal Applications, including all expenses, on or after the date of this Agreement.

(c) Tekton agrees, upon request of Clarke, to execute any and all papers reasonably desired by Clarke for the filing and granting of Formal Applications and the perfecting title of the Patents and Formal Applications in Clarke.

(d) Clarke shall have all rights to enforce the Patent Rights and collect any damages from the date of grant forward, or settle any matters.

ARTICLE 2

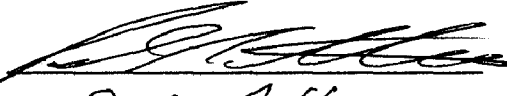
TRADEMARK ASSIGNMENT

2.1 TRADEMARK ASSIGNMENT

(a) Tekton hereby does sell, assign and transfer to Clarke, its successors, assigns and legal representatives, the full and exclusive right to Tekton's full and exclusive worldwide right, title, and interest in and to the Trademarks, including the goodwill of the business symbolized by the Trademarks, and the applications and registrations therefore, and the right to sue for and collect damages for infringements and past infringements thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TEKTON, INC.

By: 
Name: Paul Attaway
Title: President

CLARKE ASSETS LLC.

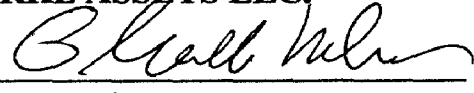
By: 
Name: CLARKE A. NELSON
Title: OWNER

EXHIBIT A

PATENTS

<u>DESCRIPTION</u>	<u>TITLE</u>	
1. U.S. Patent	Seismic Brake	Patent No. 5,560,162
2. Canadian Patent App.	Seismic Brake	Patent App. No. 2,186,026
3. PCT Patent App.	Seismic Brake	Int'l App. No. PCT/US95/03652
4. Japanese Patent App.	Seismic Brake	Patent App. No. 7-524818
5. U.S. Patent	Seismic Isolation Bearing	Patent No. 5,490,356
6. U.S. Patent	Seismic Isolation Bearing	Patent No. 5,797,228
7. U.S. Patent	Steel Rubber Seismic Isolation Bearing	Patent No. 5,682,712
8. U.S. Patent	Method and Device for Attenuating Vibration	Patent No. 5,490,356

TRADEMARKS

<u>DESCRIPTION</u>	<u>TITLE</u>	
1. U.S. Trademark Reg.	Seismic Brake	Reg. No. 2,044,131
2. U.S. Trademark	Steel Rubber	Reg. No. 1,979,010

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