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06-01-2001



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5/25/01

May 25, 2001

**VIA MESSENGER**

BOX ASSIGNMENTS, CG-4  
Assignment Division  
U.S. Patent and Trademark Office  
1213 Jefferson Davis Highway, Suite 320  
Arlington, Virginia 22202

Re: CSR West, LLC  
Assignment of Registered Trademark  
Our File No. 26850.0076

Dear Sir or Madam:

This letter includes all information as required by Trademark Manual of Examining Procedure § 503.05(d) for cover sheet requirements under 37 C.F.R. § 3.31 for recordation of trademarks. Please record the enclosed General Conveyance and Assumption Agreement as set forth in paragraph 4 below:

- 1) Name of conveying party: Hydro Conduit Corporation, a Delaware corporation
- 2) Name and address of receiving party:

CSR West, LLC, a Nevada limited liability company  
7150 Pollock Drive  
Las Vegas, Nevada 89119

- 3) Nature of conveyance: General Conveyance and Assumption Agreement
- 4) Please record the attached General Conveyance and Assumption Agreement against U.S. Trademark Registration No. 2,148,670. The Agreement assigns the name HYDRO CONDUIT and any associated intellectual property, including Reg. No. 2,148,670, to CSR West, LLC (a Nevada limited liability company), effective as of April 1, 2000.

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01 10:45:11 24576-1

10:00 00

Atlanta ▪ Austin ▪ New York ▪ Tallahassee ▪ Washington, DC

**TRADEMARK**  
**REEL: 002307 FRAME: 0192**

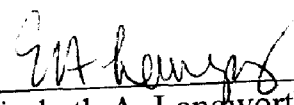
- 5) Name and address of party to whom correspondence concerning document should be mailed:

Elisabeth A. Langworthy, Esquire  
Sutherland Asbill & Brennan LLP  
1275 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2415

- 6) Total number of trademark registrations against which to record the Change of Name: 1 (one).
- 7) Total fee enclosed: \$40.00
- 8) If the enclosed payment is insufficient, please draw the deficiency from our Deposit Account No. 19-5029. A duplicate copy of this letter is enclosed for charging purposes.
- 9) Total number of pages to be recorded: 5.
- 10) To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy of the document is a true copy of the document.

Respectfully submitted,

SUTHERLAND ASBILL & BRENNAN LLP

By:   
Elisabeth A. Langworthy

Enclosures

**HYDRO CONDUIT/CSR WEST LLC  
GENERAL CONVEYANCE  
AND ASSUMPTION AGREEMENT**

**THIS IS A GENERAL CONVEYANCE AND ASSUMPTION AGREEMENT** (this "Instrument") by and among Hydro Conduit Corporation, a Delaware corporation ("Hydro Conduit"), Hydro Conduit Management Company, Inc., a Nevada corporation ("Hydro Management"), and CSR West, LLC, a Nevada limited liability company ("CSR West"), and effective as of 12:01 a.m. on April 1, 2000 (the "Effective Date"), and by which such parties, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), hereby agree as follows:

I. **Background and Purpose.** This Instrument is being entered into (a) in connection with Hydro Conduit's and Hydro Management's Boards of Directors' determination that there are substantial administrative and operational benefits, as well as cost efficiencies, associated with altering the Corporation's organizational structure, including the following:

- Increased capacity to manage, monitor, protect and develop intellectual property as a result of isolating this function in a single entity;
- Provide greater focus, responsibility and accountability for management of intellectual property as a result of isolating the function in a single entity;
- Increased ability to measure and compare operating profitability by segregating operations from intellectual property;
- Increased ability to protect the transferred intellectual property from claims of creditors by segregating ownership of the intellectual property from the Corporation's operating subsidiaries;
- Increased flexibility to pursue other business strategies such as licensing of intellectual property to third parties, spin-offs, and raising additional capital;
- Accounts receivable servicing and financing activities isolated from operations provides better measure of the economic segments of the business (i.e. manufacturing and sales versus lending);
- Enhanced ability to measure the Corporation's cost of capital as a result of having the two primary operational units share the economic burden;
- Increased ability to maximize profits and shareholder value;

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General Conveyance & Assumption  
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- Centralized trade name registrations; and
- Centralized legal name searches;

and (b) in order to implement such determinations, to effect the following as of 12:01 a.m. on April 1, 2000 ("Effective Date"):

- (i) Hydro Conduit's conveyance of its intellectual property and the goodwill related thereto and its accounts receivable other than those contributed to Hydro Conduit of Texas, LP (collectively, the "Conveyed Property") to Hydro Management as a capital contribution for the issuance of 100 shares of Hydro Management's common stock and Hydro Management's assumption of Hydro Conduit's liabilities relating to the Conveyed Property as of the effective date of this instrument (the "Assumed Liabilities"); and
- (ii) Hydro Management's immediate conveyance of the Conveyed Property to CSR West in exchange for the issuance by CSR West to Hydro Management of ownership interest in CSR West and CSR West's assumption of the Assumed Liabilities.

Hydro Management acknowledges and agrees that its ownership interest in CSR West will be determined in relation to the composite fair market value of its contribution and those being made contemporaneously by its affiliates, such determination to be conclusively made by CSR West's Managers upon receipt of appraisals. This Instrument is being executed by Hydro Conduit, Hydro Management and CSR West to evidence such successive conveyances, assignments and assumptions, all effective as of the Effective Date.

2. Conveyance of Conveyed Property. Hydro Conduit does hereby, as of April 1, 2000, transfer, assign, convey and deliver (absolutely, unconditionally and irrevocably) to Hydro Management all right, title and interest, legal and equitable, in and to all of the Conveyed Property, and Hydro Management does hereby thereupon, as of April 1, 2000, transfer, assign, convey and deliver (absolutely, unconditionally and irrevocably) to CSR West all right, title and interest, legal and equitable, in and to all of the Conveyed Property; TO HAVE AND TO HOLD all and singular the Conveyed Property for its own use and behoof forever.

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3. Assignment and Assumption of Assumed Liabilities. Hydro Conduit does hereby assign to Hydro Texas, and Hydro Texas does hereby assume, the Assumed Liabilities.

4. Miscellaneous Provisions.

(a) Certain Rules of Construction. Whenever the context so requires, the singular number shall include the plural, the plural shall include the singular, and the gender of any pronoun shall include the other genders. Titles and captions of or in this Instrument are inserted only as a matter of convenience and for reference and in no way affect the scope or intent of this Instrument.

(b) Controlling Law. This Instrument shall be governed by, construed and enforced in accordance with the laws of the State of Nevada except the laws of that state that would render such choice of laws ineffective.

(c) Copies. This Instrument may be executed in two or more copies, each of which shall be deemed an original, and it shall not be necessary in making proof of this Instrument or its terms to produce or account for more than one of such copies.

DULY EXECUTED and delivered by the parties effective as of the Effective Date.

Hydro Conduit:

Hydro Conduit Corporation

By: Blair E. Stump  
Blair E. Stump, Vice President

Hydro Management:

Hydro Conduit Management  
Company, Inc.

By: Blair E. Stump  
Blair E. Stump, Vice President

CSR West:

CSR West, LLC

By: Blair E. Stump  
Blair E. Stump, Vice President

\* \* \* \* \*

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TOTAL P.08