

RECOR



RADEMARKS ONLY

TO THE ASSISTANT COMMISSIONER

the attached original documents or copy thereof.

101793658

1. Name of conveying party(ies): (If multiple assignors, list numerically)

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

Reeves Southeastern Corporation

Name: Master Halco, Inc.
Street Address: 110 E. La Habra Boulevard
City: La Habra State: CA ZIP: 90633-0365

(x) Corporation - State: Florida

(x) Corporation - State: California

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

() Yes (X) No

3. Nature of conveyance:

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

(x) Assignment

a. Trademark Application No(s):

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) April 20, 2001

b. Trademark Registration No:
1,730,120

Additional numbers attached? () Yes (X) No

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

7. Total fee (37 CFR 3.41): \$40

Name: Diane M. Reed
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

(X) Enclosed
(X) Authorized to be charged to deposit account

Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Docket No.: MASTE.093T

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of registrations involved: 1

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.

Diane M. Reed
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 6

Mail documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office
Attn: Assignment Division
Crystal Gateway-4
1213 Jefferson Davis Highway, Suite 320
Arlington, VA 22202

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ASSIGNMENT OF TRADEMARKS, SERVICE MARK, AND REGISTRATIONS

This Trademark Assignment (the "Assignment") is made as of April 20, 2001, by and between Reeves Southeastern Corporation ("Assignor"), a Florida corporation located at 9800 Reeves Road, Tampa, Florida 33601 and Master Halco, Inc. ("Assignee"), a California corporation located and doing business at 110 E. La Habra Boulevard, La Habra, CA 90633-0365.

WHEREAS, Assignor has acquired by assignment, owns, and is using the trademarks and service mark (the "Marks") and federal registrations therefor (the "Registrations") identified in Schedule 1 attached hereto on and in connection with the manufacturing, fabricating and distributing fencing products;

WHEREAS, Assignee desires to acquire the Marks and the Registrations and the goodwill appurtenant thereto; and

WHEREAS, Assignor and Assignee have made and entered into an Asset Purchase Agreement dated October 2, 2000, as amended by Amendment No. 1 to Asset Purchase Agreement dated April 13, 2001 pursuant to which Assignor has sold to Assignee the assets of its business, the goodwill of which is symbolized by the Marks and the Registrations;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

AGREEMENTS

1. Assignment.

(a) Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the Marks and the Registrations, together with the goodwill of the business symbolized by the said Marks and Registrations.

(b) Assignor hereby transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to any and all rights to sue for, and receive damages and other relief arising from, the infringement, on or prior to the date hereof, of any of the Marks and the Registrations, in each case, for the use and benefit of the Assignee, its successors and assigns, from and after the date hereof as fully entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

(c) Upon or promptly after execution of this Assignment by both parties, Assignor shall deliver to Assignee all documentation described in paragraph 3, not previously delivered to Assignee, provided such documentation is reasonably accessible to Assignor at such time; but Assignor's obligations under paragraph 3 shall continue with respect to existing documentation not delivered by Assignor to Assignee before or at the time of the execution of this Assignment.

2. Warranties. Assignor hereby warrants as follows:

(a) Assignor is the sole owner of the Marks and the Registrations, its ownership of the Marks and Registrations is free and clear of any liens or encumbrances of any kind, and it has the full right, power, owner of the Marks and the Registrations identified in Schedule 1, and has the right, power, and authority to transfer to Assignee good and marketable title to the Marks and the Registrations.

(b) Assignor does not know of any third party's prior use of any of the Marks and the Registrations or any third party claim of any prior use for said rights or for any confusingly similar mark, tradename or trade dress used on or in connection with the same, similar, or related goods or services.

(c) Assignor does not know of any challenges to Assignor's ownership of the Marks and the Registrations or its right to assign its rights in the Marks and the Registrations and the associated goodwill to Assignee;

(g) Assignor has not abandoned use of any of the Marks and, directly or through any predecessor-in-interest or licensee(s), Assignor has continuously used the Marks since its acquisition of the Marks and the Registrations on and in connection with the goods and services listed in Schedule 1 in commerce and in interstate commerce; and

(h) Schedule 1 identifies all trademarks and service marks owned and registered by Assignor.

3. Documentation.

(a) To the extent heretofore not done, Assignor shall furnish to Assignee promptly after the effective date of this Assignment written documentation substantiating Assignee's above-mentioned warranties of use and ownership of the Marks and the Registrations. Such documentation shall include, without limitation thereto, materials showing Assignor's or any predecessor-in-interest's first use in commerce of the Marks on or in connection with the goods and services listed in Schedule 1; Assignor's or any predecessor-in-interest's first use of the Marks in interstate commerce; Assignor's continuing use in commerce and interstate commerce of the Marks up to and including the effective date of this Assignment. Such materials shall include, but are not limited to, the following: invoices to customers; labels, name plates, cartons and like materials bearing the Marks as used by Assignor in its sale of goods; advertising or promotional material, business literature and other materials showing the sale and offering of services in connection with the Marks and the Registrations; media articles available to Assignor and concerning Assignor, any predecessor-in-interest and their respective goods and services marketed and sold under the Marks and the Registrations; and other written materials such as brochures, stationery, business cards and the like showing use of the Marks and the Registrations by Assignor and any predecessor-in-interest.

(b) Assignor shall furnish to Assignee promptly after the effective date of this Assignment all documents in its possession relating to the acquisition of the Marks and the Registrations including, but not limited to, the following: assignment documents executed by Assignor and its predecessor-in-interest, documents collected as part of due diligence, documents filed for

recordal with the U.S. Patent and Trademark Office ("PTO") and documents issued by the PTO in connection therewith.

(c) Assignor shall furnish to Assignee promptly after the effective date of this Assignment all documents in its possession, and shall cause Assignor's counsel to furnish to Assignee all documents in Assignor's counsel's possession, relating to Assignor's rights (and Assignor's predecessor-in-interest's rights) in and to the Marks and the Registrations including, but not limited to the following: trademark search reports and legal opinions thereof, cease and desist letters sent or received by Assignor (or its predecessor-in-interest) and responses thereto; and the PTO file wrappers for the Registrations.

(d) Assignor shall execute and deliver, and shall cause to be executed and delivered to Assignee, any and all documents and instruments as may be necessary to vest all right, title, and interest in and to the Marks and the Registrations in Assignee. If Assignor fails to execute and deliver such other documents and instruments after demand by Assignee, Assignor authorizes and appoints Assignee attorney-in-fact of and for Assignor to make, execute and deliver any and all such other documents and instruments.

4. Attorney-In-Fact. With regard to any infringement of the Marks and the Registrations that may have commenced before the effective date of this Assignment, Assignor hereby appoints Assignor as its irrevocable attorney-in-fact with the right (but not the obligation) to enforce and protect all rights, licenses and privileges and property granted under this Assignment, to prevent any infringement of such rights and to litigate, collect and receive compensation for all damages arising from such infringement of such rights and to litigate, collect and receive compensation for all damages arising from such infringement of such rights, licenses and privileges using the name of Assignor in the discretion of Assignee. Assignor agrees to cooperate with Assignee in any such suit or action so instituted by Assignee.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and heirs of either party.

6. Entire Agreement: Amendment. This Assignment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, undertakings and agreements, written or oral, between the parties. This Assignment may not be amended except by means of a writing executed by both parties hereto.

7. Controlling Law. The validity, interpretation and performance of this Assignment shall be governed and controlled by and construed under the internal laws of the State of Florida and the applicable federal laws of the United States. Assignor hereby consents to the jurisdiction of the state and federal courts located in the State of Florida. In the event any dispute arises out of or in conception with this Assignment or the performance of Assignor's obligations hereunder, the person or entity bringing suit shall do so in a state or federal court located in Hillsborough County in the State of Florida.

8. Authority. Neither party shall have any authority to act or grant any licenses on behalf of the other party.

9. Severability. If any provision of this Assignment is found invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed herefrom, without affecting the remaining portions of this Assignment, which shall remain in full force and effect, provided that the severing of such provision does not materially change the substance of this Assignment.

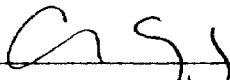
10. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11. Waiver. No waiver of any term or provision hereof, or any right hereunder, shall be effective unless made in writing, executed by the party to be bound thereby.

IN WITNESS WHEREOF, the parties have cause this Assignment to be executed effective as of the date first above written.

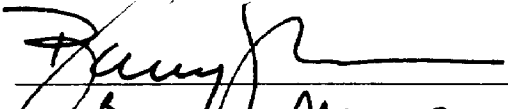
ASSIGNOR

REEVES SOUTHEASTERN CORPORATION

By: 
Name: C Stephen Clegg
Title: CEO

ASSIGNEE

MASTER HALCO, INC.

By: 
Name: Darryl Morris
Title: President

SCHEDULE 1

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Goods/Services</u>
SOUTHEASTERN WIRE	1,730,120	November 3, 1992	Dealership services in the field of chain link fencing in International Class 42

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