

Tab settings



To the Honorable Commissioner of Patents

101877742

and original documents or copy thereof.

1. Name of conveying party(ies):

HEAT-IT MANUFACTURING, INC

KE
7-501

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

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

3. Nature of conveyance:

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

Execution Date: March 3, 2000

2. Name and address of receiving party(ies)

Name: STO ACQUISITION CORPORATION

Internal Address: _____

Street Address: 1799 Rustin Avenue

City: Riverside State: CA ZIP: 92507

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State of California
- Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

U.S. Trademark Reg. 1,902,324

Additional numbers attached? Yes No

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

Name: John S. Christopher, Esq.

Internal Address: Suite #600

Street Address: 10850 Wilshire Blvd.

City: Los Angeles State: CA ZIP: 90024

6. Total number of applications and registrations involved: 1

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

- Enclosed (PTO received my check #2265 on July 5, 2001)
- Authorized to be charged to deposit account

8. Deposit account number:

None

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

DO NOT USE THIS SPACE

9. Statement and signature.

Original Document ID No. 101782314
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.

John S. Christopher

John S. Christopher
Signature

Oct. 1, 2001

Date

Name of Person Signing

PTO Reg. No. 30,937

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT OF TRADEMARK

WHEREAS, HEAT-IT MANUFACTURING, INC. ("Assignor"), a Texas corporation having its principal place of business at 12050 Crownpoint Drive, Suite 100, San Antonio, Texas 78233, has adopted, used, and is using the mark shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Mark"); and

WHEREAS, Assignor is the current, sole and record owner of U.S. Trademark Registration N° 1,902,324 issued by the U.S. Patent & Trademark Office on July 4, 1995, for the Mark HEAT-IT as shown on said Exhibit "A"; and

WHEREAS, STO ACQUISITION CORPORATION, a Texas corporation having its principal place of business in San Antonio, Texas and whose post office address is 1799 Rustin Avenue, Riverside, California ("Assignee"), desires to acquire Assignor's entire right, title and interest in and to the Mark, and any and all registrations and applications for registration thereof, and the goodwill of the business symbolized by the Mark.

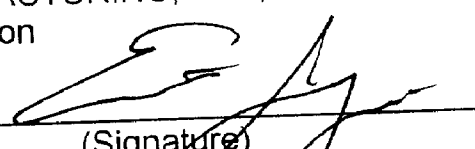
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, by these presents Assignor does hereby sell, assign, transfer and convey unto Assignee all of Assignor's entire right, title and interest in and to said Mark including, without limitation, all registrations and applications for registration thereof, all rights derived from or associated with the use of the Mark by Assignor, the goodwill of the business symbolized by the Mark, and the right to recover for past infringement of said Mark. Assignor represents and warrants that it has not previously assigned, licensed or conveyed any interest in the Mark or the other rights referenced herein; that all necessary corporate or legal action has been taken to authorize the sale and assignment of the Mark and other rights as set forth herein; and that upon Assignor's execution of this Assignment Assignee will acquire good, merchantable and valid title to all rights in and to the Mark, including any and all registrations therefor, conveyed hereby free and clear of any liens, encumbrances or adverse claims of any kind whatsoever.

Assignor agrees to execute any further lawful documents needed to give full force and effect to the provisions hereof.

EXECUTED this 3rd day of March, 2000.

HEAT-IT MANUFACTURING, INC.,
a Texas corporation

By:



(Signature)

ERNESTO JERGINIS

(Typed/Printed Name)

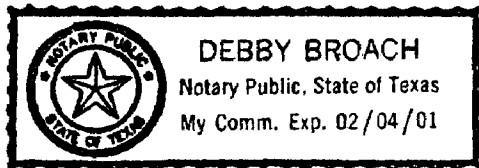
PRESIDENT

(Title/Position)

STATE OF TEXAS §

COUNTY OF BEXAR §

The above and foregoing instrument was acknowledged before me on March 3, 2000, by the said ERNESTO JERGINIS, the PRESIDENT of Heat-It Manufacturing, Inc., a Texas corporation, in the capacity herein stated and as the act and deed of said entity.





Notary Public, State of Texas

EXHIBIT "A"

HEAT-IT MANUFACTURING, INC.
U.S. TRADEMARK REGISTRATION

<u>Mark</u>	<u>Registration N^o</u>	<u>Registration Date</u>	<u>Goods/Services</u>
HEAT-IT (and Design)	1,902,324	July 4, 1995	Canned fuel used for heating and cooking food

**SELLER'S
OFFICER'S CERTIFICATE**

The undersigned, being the duly elected President and Secretary of HEAT-IT MANUFACTURING, INC., a Texas corporation ("Seller"), hereby certifies that, to the best of his knowledge, all of the conditions set forth in Article IV in that certain Agreement of Purchase and Sale of Assets (the "Agreement"), dated March 3, 2000, by and between Seller and STO CORPORATION, a California corporation ("Buyer"), have been fulfilled.

CERTIFIED this 3rd day of March, 2000.

HEAT-IT MANUFACTURING, INC.

By:


Ernesto Jergins
President and Secretary