

Trademark
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1595
(Rev. 6-93)
OMD NO. 0651-0011 exp. 4/94

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

1. Name of conveying party(ies): Briles Rivet Corporation	2. Name and address of receiving party(ies): Allfast Fastening Systems, Inc.
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Internal Address: _____
3. Nature of Conveyance <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Trademark License Agreement and Option to Purchase	Street Address: 15200 E. Don Julian Road City: City of Industry State: California Zip Code: 91745
Execution Date(s): August 25, 1999	Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

4. Serial Number(s) or registration number(s) :
If this document is being filed together with a new application, the execution date of the application is: _____

A. Serial No.(s) 75/053,459	B. Registration No.(s)
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Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Blakely, Sokoloff, Taylor & Zafman LLP Internal Address: _____ Street Address: 12400 Wilshire Boulevard, 7th Floor City: Los Angeles State: California Zip: 90025	6. Total number of applications and trademarks involved: <input type="checkbox"/> 1
	7. Total Fee (37 CFR 3.41).....\$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account
	8. Deposit Account Number: 02-2666 (Attach duplicate copy of this page if paying by deposit account)

04/06/2000
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and believe, the foregoing is true and correct and any attached copy is a true copy of the original document

James Henry, Reg. No. 41,064 _____
Name of Person Signing Signature Date **2/29/00**

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

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

Atty Docket No. 003471.T017

**TRADEMARK LICENSE AGREEMENT
AND OPTION TO PURCHASE**

This Agreement, having an effective date as set forth in Paragraph 3.0, between Bries Rivet Corporation, a California corporation, with a principal address at 2640 Vista Pacific Dr., Oceanside, CALIFORNIA 92056 (hereinafter "LICENSOR"), and Allfast Fastening Systems, Inc., a California corporation, with a principal address at 15200 East Don Julian Road, City of Industry, CALIFORNIA 91745 (hereinafter "LICENSEE").

WHEREAS, LICENSOR is the owner of a configuration trademark consisting of a design of a rivet head, as set forth in Exhibit A and incorporated herein by reference (hereinafter "Mark"), the goodwill associated therewith, and a pending application for federal trademark registration of the Mark, namely U.S. Application Serial No. 75-053,459, filed on February 5, 1996, and currently pending at the U.S. Patent & Trademark Office (hereinafter "Pending Application"); and

WHEREAS, LICENSEE is desirous of using the Mark and exploiting the protection offered by Pending Application in connection with its business, and LICENSEE is also desirous of securing the option to purchase the Mark, attendant goodwill, and the resulting U.S. Trademark Registration which may issue from the Pending Application; and

WHEREAS, LICENSOR is desirous of licensing LICENSEE to use the Mark, and of securing the option to sell the Mark, attendant goodwill, and the resulting U.S. Trademark Registration which may issue from the Pending Application.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged and outlined more fully in the Agreement below, the parties agree as follows:

1.1 Grant of License

LICENSOR hereby grants to LICENSEE an exclusive, perpetual, royalty-free worldwide license to use the Mark and rights offered under the Pending Application in connection with rivets and LICENSEE'S business of selling rivets, and LICENSEE accepts the license, all subject to the following terms and conditions.

The parties expressly agree and acknowledge that (1) the execution of this License and Option is part of the consideration for another agreement between the parties which is being entered into concurrently herewith ("Asset Purchase Agreement"), and (2) LICENSEE expects to purchase from LICENSOR the Mark, the goodwill associated with the Mark and the U.S. Trademark Registration which may issue from the Pending Application, subject to the conditions in paragraph 1.8; and (3) LICENSOR expects to sell to LICENSEE the Mark, the goodwill associated with the Mark, and U.S. Trademark Registration which may issue from the Pending Application subject to the conditions in paragraph 1.8; and (4) the parties have considered these expectations and understand the importance of such expectations, and grant and accept the grant of the License as part of such expectations in anticipation of sale.

1.3 Quality Standards and Maintenance in relation to the Mark

LICENSEE agrees that the nature and quality of all goods offered in relation to the Mark by LICENSEE shall conform to standards set by and be under the control of LICENSOR. It is expressly understood that the quality of the rivets currently offered by LICENSEE (under other marks) meet with the quality standards of LICENSOR, and that the activity currently contemplated as communicated to LICENSOR meets with the quality standards of LICENSOR. In the event that LICENSEE does not meet the quality standards of LICENSOR in relation to the Mark, LICENSOR shall make every effort to work with LICENSEE so as to cure all defects and assure compliance with quality standards, as it relates to the Mark.

LICENSEE agrees to cooperate with LICENSOR in facilitating LICENSOR's control of such nature and quality, and to permit inspection of LICENSEE's goods under the Mark upon reasonable request. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods and services covered by this Agreement.

1.4 Use by Licensor / Prohibition against Further Grants of Licenses/ Licensee's Right to Sublicense

LICENSOR shall not use the Mark or any confusingly similar mark or similar configuration of a toroidal head of a rivet, nor shall LICENSOR grant any license to use the Mark to any other party.

LICENSEE has the sole and unfettered right to sublicense the Mark for any goods under this Agreement, and LICENSEE may assign its rights hereunder to any party with the consent of LICENSOR, which shall not be withheld without good cause.

1.8 Sale of Mark, Goodwill, and Registration

Following the expiration of a five year period following issuance of the Registration, namely five (5) years after the Issuance of the Registration, LICENSOR shall sell to LICENSEE, and LICENSEE shall purchase from LICENSOR, all right, title and interest in and to the Mark, goodwill associated with the Mark, and the U.S. Trademark Registration which will have issued from the Pending Application

In the event that LICENSEE is not the Sole Source, LICENSEE is not obligated to purchase the mark but will maintain its exclusive License in any event without further payment. Only if LICENSEE is a Sole Source can LICENSOR require LICENSEE to purchase the Mark and Registration; LICENSEE has the option but not the obligation to purchase the Mark and Registration if LICENSEE is not the Sole Source.

2.6 Interpretation of Agreement

It is agreed that this Agreement shall be interpreted according to the laws of the State of California, regardless of laws concerning choice of law principles. Any disputes arising under this Agreement shall be resolved in the U.S. District Court for the Central District of California.

2.7 Entire Agreement.

This Agreement and the Asset Purchase Agreement shall constitute the entire agreement between the parties pertaining to the licensing of the Briles Patents and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written, on the same subject matter. There are no other representations, warranties, undertakings or conditions, express or implied, except as set forth in this Agreement or the Asset Purchase Agreement. In the event of any conflict between the Asset Purchase Agreement and this Agreement with respect to the Briles Patents, the terms of this Agreement shall prevail.

2.8 Recordation.

Licensee may record in the U.S. Patent and Trademark Office this Agreement, a redacted version thereof, or a separate document reflecting Licensee's interest in the Mark under this Agreement, and Licensor shall at Licensor's expense take all action and execute all further documents reasonably requested by Licensee in connection therewith.

3.0 Agreement Operative Upon Closing of Asset Purchase/Entire Agreement as to Subject Matter

This Agreement shall become operative only upon the closing of the Asset Purchase Agreement on or before August 31, 1999. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof, and no provision of this Agreement may be changed or modified except in writing signed by the parties hereto.

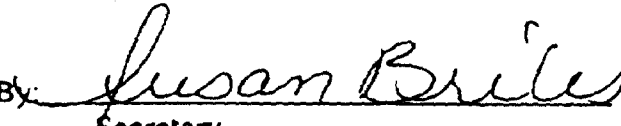
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the Effective Date.

BRILES RIVET CORPORATION

Date: Aug 25, 1999


By: 
President

Date: Aug 25, 1999


By: 
Secretary

ALLFAST FASTENING SYSTEMS, INC.

Date: 8/25/99

By: 
President

Date: 8-25-99

By: 
Secretary

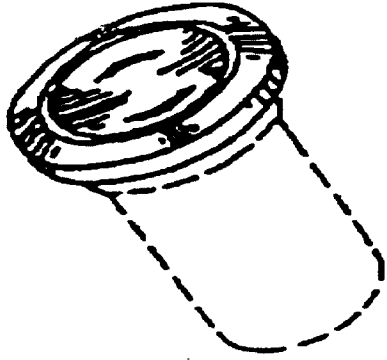


EXHIBIT A