

04-29-2002



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
01 01 2002

Conveying Party

Mark if additional names of conveying parties attached

Name U.S. Borax, Inc.

Execution Date  
Month Day Year  
01 01 2002

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name STN Holdings, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2255 A Renaissance Drive, Suite 30

Address (line 2) \_\_\_\_\_

Address (line 3) Las Vegas NV 89119

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Nevada

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FOR OFFICE USE ONLY

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40.00 DP

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1917292"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

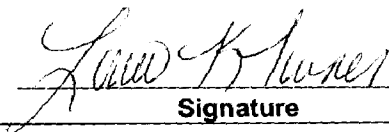
No

**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. Charges to deposit account are authorized, as indicated herein.

Lorrie K. Turner

Name of Person Signing



Signature

April 12, 2002

Date Signed

EXHIBIT A

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made as of January 1, 2002 (the "Effective Date") by and between U.S. Borax Inc. ("Assignor"), a Delaware corporation with its principal place of business at 26877 Tourney Road, Valencia, CA 91355, and STN Holdings, Inc. ("Assignee"), a Nevada corporation with its principal place of business at 2255 A Renaissance Drive, Suite 20, Las Vegas, NV 89119 (referred to collectively as the "Parties" and individually as a "Party").

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademark *Hi-bor*®, United States Trademark Registration No. 1,917,292 (the "Mark"), for goods in International Class 19 identified as "TREATED WOOD FOR CONSTRUCTION PURPOSES," and to the trademark covered thereby and to the goodwill and reputation of the business connected with and symbolized by this trademark;

WHEREAS, Assignor wishes to assign all right, title and interest in and to the Mark to Assignee, and Assignee wishes to accept such assignment;

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

1. **Assignment.** Assignor hereby transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Mark, together with all goodwill associated therewith, effective upon Assignor's receipt of all payments due hereunder. Assignor shall execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Mark to Assignee.

2. **Payment.** As full payment for the assignment of the Mark, Assignee shall pay to Assignor the sum of [one hundred] United States dollars (US\$[100.00]) on the Effective Date.

3. **Representations and Warranties.** Assignor represents, warrants and covenants that: (a) Assignor has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (b) Assignor's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party; and (c) Assignor has the right to grant the rights granted herein without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained.

5. **Miscellaneous.** This Agreement is made under and shall be construed in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Parties. The Parties hereto shall not be considered as joint venturers, partners, employers or agents of each other, and neither shall have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, shall remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. No amendment or modification to any of the terms hereof shall be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

ASSIGNEE: U.S. BORAX INC.

By: Preston S. Chiaro

Name: Preston S. Chiaro

Title: President and CEO

ASSIGNOR: STN HOLDINGS, INC.

By: James T. Clark

Name: JAMES T. CLARK

Title: PRESIDENT