

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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

Tab settings

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

1. Name of conveying party(ies):
 Dan-Loc Bolt & Gasket, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: DL Industries, LP
 Internal Address:
 Street Address: 725 North Drennan
 City: Houston State: TX Zip: 77003

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: February 14, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 2,026,929
 Additional number(s) attached Yes No See Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michael T. Platt, Esq.
 William G. Bentz, Esq.
 Internal Address: PATTON BOGGS LLP
 Street Address: 2550 M Street, N.W.
 City: Washington State: DC Zip: 20037

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 50-0709
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

William G. Bentz
 Name of Person Signing

William G. Bentz
 Signature

May 10, 2002
 Date

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

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

05/14/2002 TDIAZ1 00000113 500709 01 FC:481 40.00 CH 02 FC:482 50.00 CH

TRADEMARK REEL: 002505 FRAME: 0138

SCHEDULE A
TO THE ASSIGNMENT BY AND BETWEEN
DAN-LOC BOLT & GASKET, INC. (AS ASSIGNOR)
AND
DL Industries, LP (AS ASSIGNEE)

The trademark rights, registrations and applications represented by the following:

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
D and Design	United States	1,756,432	March 9, 1998
DAN-LOC	United States	2,015,702	November 12, 1996
DAN-LOC	United States	2,026,929	December 31, 1996
DAN-LOC	Canada	TMA471463	February 21, 1997
DAN-LOC	Canada	TMA471464	February 21, 1997
DAN-LOC	Europe	000082255	May 27, 1998
DAN-LOC	Europe	000082289	January 23, 1998,

Together with all similar or associated marks.

HOUSTON_1\548607\6
02/13/2002 - 38694-2

TRADEMARK ASSIGNMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

THIS ASSIGNMENT, dated as of February ¹⁴ 2002, is made by and between **Dan-Loc Bolt & Gasket, Inc. a Texas Corporation** ("Assignor"), having an address of 450 Gears Road, Suite 790, Houston, Texas 77067 and **DL Industries, LP** ("Assignee"), having an address of 725 North Drennan, Houston, Texas 77003

WHEREAS, the Assignor owns all rights, title and interest to certain Intellectual Property, all of which are identified in Schedule "A" attached hereto (hereinafter "IP"); and

WHEREAS, the Assignee is desirous of acquiring the worldwide right, title and interest in and to the IP;

NOW THEREFORE, in consideration of ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees and covenants as follows:

1. Assignor sells, assigns, conveys and transfers to Assignee, and Assignee accepts as of the date of this Assignment all right, title and interest in and to the IP, together with the goodwill of the business symbolized by the IP, including the right to apply for and receive registrations of the IP throughout the United States and in all other countries of the world, and the right to sue and recover damages for past, present and future infringements.

2. Assignor represents and warrants that it is the sole and true owner of the IP and has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the IP; that, to the best of his knowledge, no third party owns, or is entitled to, any right or interest in the IP that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

3. Assignor agrees, at the request of Assignee, and at Assignee's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in Assignee, its assigns, successors and legal representatives, all right, title and interest in and to the IP hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the Assignee and its successors and assigns and may be transferred without the consent or Assignor.

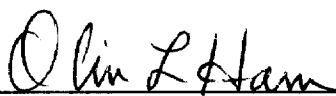
5. This Assignment is entered into pursuant to and in furtherance of that certain Asset Purchase Agreement between Assignee and Assignor, dated as of February 14, 2002 (the "Asset Agreement"), and nothing contained herein shall in any way modify the terms or provisions thereof, nor shall the same modify or alter the rights or obligations of any party thereunder. This Assignment shall not be interpreted so as to supersede or

replace the Asset Agreement, and the Asset Agreement shall continue to apply between or among the parties hereto to the fullest extent provided therein. Without limiting the foregoing, nothing in this Assignment shall be deemed to or shall be interpreted to modify the representations, warranties, or covenants of the parties under the Asset Agreement, and none of such representations, warranties or covenants shall be merged with or into this Assignment, nor shall this Assignment modify any conditions, qualification or limitations on the representations, warranties, covenants or liability of any party thereunder (as May be more particularly set forth in the Asset Agreement).

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

Assignor:

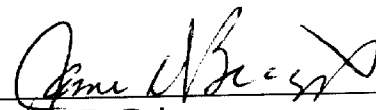
DAN-LOC BOLT & GASKET, INC.

By: 
O. Lee Harn
Senior Vice President - Administration

Assignee:

DL INDUSTRIES, LP

By FREESTONE OPERATING VENTURES,
LLC, its General Partner

By: 
James D. Briggs
Manager

STATE OF TEXAS)
)
COUNTY OF HARRIS)

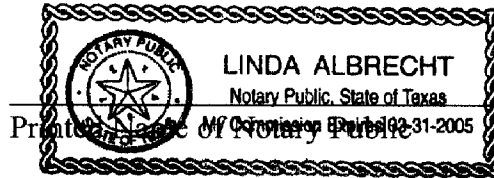
This instrument was ACKNOWLEDGED before me, on the 14th day of February, 2002, by O. Lee Harn the Senior Vice President – Administration of DAN-LOC BOLT & GASKET, INC., a Texas corporation, on behalf of said corporation.

[S E A L]

Linda Albrecht

Notary Public, State of Texas

My Commission Expires:



STATE OF TEXAS)
)
COUNTY OF HARRIS)

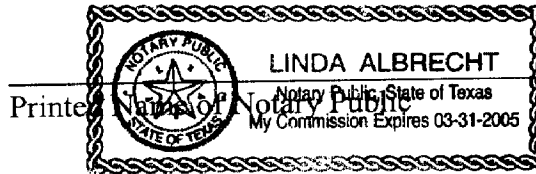
This instrument was ACKNOWLEDGED before me, on the 14th day of February, 2002, by James D. Briggs, Manager of FREESTONE OPERATING VENTURES, LLC , a Texas corporation, the General Partner of **DL INDUSTRIES, LP**, on behalf of said partnership.

[S E A L]

Linda Albrecht

Notary Public, State of Texas

My Commission Expires:



When recorded, return to:

Mr. Bret Strong
Winstead Sechrest & Minick
600 Town Center One
1450 Lake Robbins Drive
The Woodlands, TX 77380