

Form PTO-1594

(Rev. 03/01)

05-15-2002

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

| City: Houston State: TX Zip: 7700 Individual(s) citizenship. Association. General Partnership. Corporation-State Corporation-S | Tab settings ⇒⇔ ♥ ▼ | <u> </u> |
|--|---|---|
| Name: DL Industries, LP Internal Address: General Partnership | To the Honorable Commissioner of Patents and Trademarks | : Please record the attached original documents or copy thereof. |
| Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) atlached? Additional name(s) of conveying party(ies) atlached? Additional name(s) of conveying party(ies) atlached? Assignment Security Agreement Change of Name Execution Date: February 14, 2002 4. Application number(s) or registration number(s): A Tradernark Application No.(s) B. Trademark Registration No.(s) B. Trademark Registration No.(s) B. Trademark Registration No.(s) Street Address: Additional number(s) atlached Yes No See Schedule 6. Name and address of party to whom correspondence concerning document should be mailed: Name William G. Bentz, Esq. Name William G. Bentz Street Address: 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 Association City: Houston State: TX Zip: 7700 Individual(s) citizenship. Association City: Houston State: TX Zip: 7700 City: Association City: Corporation-State: Tx Zip: 7700 Association City: Association City: Corporation-State: Tx Zip: 7700 City: Association City: Corporation-State: Tx Zip: 7700 Association City: Corporation-State: Tx Corporation-State: Tx Zip: 7700 Association City: Corporation-State: Tx Zip: 7700 City: Association City: Corporation-State: Tx Zip: 7700 Additional number(s) of designation in the United States, a domestic representative designation in the United States, a domestic representative designation in the United States, a domestic representative designation of designation in the United States TX Zip: 7700 Additional number(s) atlantation of the United States, a domestic representative designation of designation of designation of designation in the United States TX Zip: 7700 Additional number(s) atlantation of designation of designation of designation of designation of | Name of conveying party(ies): | 2. Name and address of receiving party(ies) |
| Address: Individual(s) | Dan-Loc Bolt & Gasket, Inc. | |
| Individual(s) | | |
| 3. Nature of conveyance: Assignment Change of Name Executive Agreement Change of Name Execution Date: February 14, 2002 4. Application number(s) or registration number(s): A Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached Yes No Additional number(s) attached Yes No See Schedule A 6. Total number of applications and registrations involved: Michael T. Platt, Esq. Mame: William G. Bentz, Esq. City: Washington State: 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 not per thest, standaments. and document. May 10, 2002 Name of Person Signing Name of Person Signing Security Agreement Change of Name Corporation-State Corporation and standade Corporation and standade Corporation and standade C | General Partnership Corporation-State | Street Address: 725 North Drennan City: Houston State: TX Zin: 77003 |
| 3. Nature of conveyance: A Assignment Change of Name Additional number(s) Additional name(s) & address(e) attached Change of Name Additional number(s) attached Additional name(s) & address(e) attached of Name Additional number(s) attached Change of Name Additional name(s) & address(e) attached? Additional name(s) & address(e) attached? Change of Name Additional name(s) & address(e) attached? Additional name(s) & address(e) attached? Change of Name Additional name(s) & address(e) attached? Additional name(s) & address(e) & address(e) & address(e) & address(e) & address(e) & address(e) & ad | Additional name(s) of conveying party/ies) attached? | Association |
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| Security Agreement Change of Name Other Execution Date: February 14, 2002 Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Additional number(s) attached Yes No See Schedule A 6. Total number of applications and registrations involved: Name: William G. Bentz Street Address: 2550 M Street, N.W. Street Address: 2550 M Street, N.W. City: Washington State: DC Zip: 20037 City: Washington State: DC Zip: 20037 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 to expect the angle of the ages including cover sheet, attachments, and document. May 10, 2002 Date Nother It assignes is not domiciled in the United States, a domestic representative designates for possible states. And observed to present a separate document from assignment 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 | | Limited Partnership |
| Execution Date:February 14, 2002 | | Corporation-State |
| 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: William G. Bentz, Esq. Internal Address: PATTON BOGGS LLP City: Washington State: DC Zip: 20037 City: Washington State: DC Zip: 20037 P. 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. May 10, 2002 Date Name of Person Signing Additional number(s): B. Trademark Registration No.(s) 2,026,929 Additional number(s) attached Yes No See Schedule A 6. Total number of applications and registrations involved: | | |
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| Additional number(s) attached To see Schedule A 5. Name and address of party to whom correspondence concerning document should be mailed: Michael T. Platt, Esq. Name: William G. Bentz, Esq. Internal Address: PATTON BOGGS LLP Enclosed Authorized to be charged to deposit account Street Address: 2550 M Street, N.W. Street Address: 2550 M Street, N.W. City: Washington State: DC Zip: 20037 (Attach duplicate copy of this page if paying by deposit account of 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 Additional number(s) attached Yes No See Schedule A 6. Total number of applications and registrations involved: | 4. Application number(s) or registration number(s): | |
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| William G. Bentz Name of Person Signing Name of Person Signing Name of Person Signing Name of Person Signing | DO NOT US | |
| nades including cover shoot; date | William G. Bentz | May 10, 2002 Signature 6 |
| Mail documents to be recorded with required cover sheet information to: 2002 TDIAZ1 00000113 500709 Mail documents to be recorded with required cover sheet information to: Wail documents to be recorded with required cover sheet information to: Washington, D.C. 20231 | Total number of pages including Mail documents to be recorded v | with required cover sheet information to: & Trademarks, Box Assignments |

05/14/2002 TDIAZ1

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40.00 CH 50.00 CH

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> | COUNTRY | <u>REG. NO</u> . | REG. DATE |
|--------------|---------------|------------------|-------------------|
| 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 4, 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.
- 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 |)) |
| | S ACKNOWLEDGED before me, on the // day of February, 2002, Vice President – Administration of DAN-LOC BOLT & GASKET, in behalf of said corporation. Notary Public, State of Texas LINDA ALBRECHT Notary Public, State of Texas Project of March Public, State of Texas Project of March Public, State of Texas |
| STATE OF TEXAS COUNTY OF HARRIS |))) |
| by James D. Briggs, Man | ager of FREESTONE OPERATING VENTURES, LLC, a Texas her of DL INDUSTRIES , LP , on behalf of said partnership. |
| My Commission Expires: | Notary Public, State of Texas LINDA ALBRECHT Printer Printer Notary Public, State of Texas My Commission Expires 03-31-2005 |
| When recorded, return to: | |

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

RECORDED: 05/10/2002