

11-15-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

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

1. Name of conveying party(ies): PSI Telecommunications, Inc. 11-13-02 Individual(s) Association General Partnership Limited Partnership Corporation-State - of Nevada Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Pipeline Seal and Insulator, Inc. Name: Internal Address: Street Address: 6525 Goforth Street City: Houston, State: TX Zip: 77081 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Nevada 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: October 29, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,018,693 - LINK-SEAL 1,237,316 - THUNDERLINE 2,350,294 - CENTURY LINE Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Vangelis Economou Internal Address: Ladas & Parry Street Address: 224 So. Michigan Ave. Suite 1200 City: Chicago, State: IL Zip: 60604

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (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. Vangelis Economou November 4, 2002 Name of Person Signing Signature Date

11/14/2002 DBYRNE 00000161 1018693

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

01 FC:8521 02 FC:8522

40.00 OP All documents to be recorded with required cover sheet information to: 50.00 OP Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2617 FRAME: 0403

**TRADEMARK ASSIGNMENT**

WHEREAS, PSI Telecommunications, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada, having its principal place of business located at 3500 Lakeside Court, Suite 140, Reno, NEVADA 89510 (hereinafter "ASSIGNOR"), has adopted, used and are using certain marks which are embodied in and the subject of the following U.S. Trademark Registrations of the U.S. Trademark Principal Register:

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Int'l. Class(es)</u>
1,018,693	August 26, 1975	LINK-SEAL	6
1,237,316	May 10, 1983	THUNDERLINE	17
2,350,294	May 16, 2000	CENTURY LINE	17

said marks and registrations referred to herein as the "Trademark Rights"; and

WHEREAS, Pipeline Seal and Insulator, Inc., a corporation organized and existing under and by virtue of the laws of the State of Nevada, having its principal place of business at 6525 Goforth Street, Houston, TX 77021 (hereinafter "ASSIGNEE") has acquired certain of ASSIGNOR's business assets, including the Trademark Rights, the marks used by ASSIGNOR to identify its goods and the goodwill of the business related thereto, and all right, title and interest in, to and under said Trademark Rights and to register such acquisition in the U.S. Patent and Trademark Office Assignment records.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, ASSIGNOR assigns its Trademark Rights to ASSIGNEE upon the following terms:

1. ASSIGNOR represents and warrants that it owns or had owned as of the date of execution below, the entire right, title and interest in and to the Trademark Rights.

2. ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in, to and under the mark, in, to and under said Trademark Rights and to the goodwill of the business relating thereto and symbolized by said mark and said Trademark Rights, including all right title and interest to the following U.S. Trademark Registrations:

<u>U.S. Trademark Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>	<u>Int'l. Class(es)</u>
1,018,693	August 26, 1975	LINK-SEAL	6
1,237,316	May 10, 1983	THUNDERLINE	17
2,350,294	May 16, 2000	CENTURY LINE	17

3. And, for the same consideration, ASSIGNOR hereby transfers, assigns and sets over to ASSIGNEE, free and clear of any claims, liens and encumbrances, all of ASSIGNOR's right, title and interest, legal and equitable, in and to any claims, causes of action for past infringements of the marks and Trademark Rights and for unfair competition and any related claims ASSIGNOR may have against any third parties, whether known or unknown, and to apply any damages recovered to ASSIGNEE's account.

4. And, for the same consideration, ASSIGNOR covenants to cooperate with ASSIGNEE, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and ASSIGNOR shall provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of ASSIGNEE, its designee or legal representative.

5. And, for the same consideration, ASSIGNOR further covenants and agrees to execute and cause to be executed, at the request of ASSIGNEE, or its designees, successors,

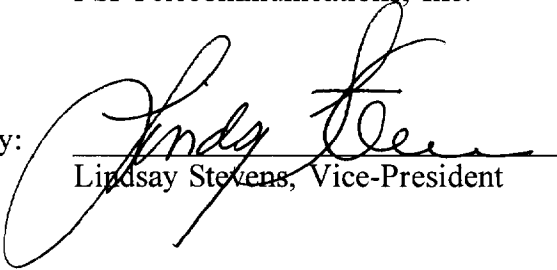
assigns or legal representatives, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable ASSIGNEE to obtain or maintain the Trademark Rights herein conveyed or intended to be conveyed.

6. And, for the same consideration, ASSIGNOR hereby warrants, by this Assignment, that ASSIGNOR has not made and will not make any commitment or claim inconsistent with or in derogation of this Trademark Assignment.

7. The effective date of this Trademark Assignment is the date that the Assignment was actually signed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 29TH day of OCTOBER, 2002.

PSI Telecommunications, Inc.

By:   
Lindsay Stevens, Vice-President

STATE OF NEVADA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the County and State aforesaid, appeared Lindsay Stevens, to me personally known to be the Vice-President of the ASSIGNOR corporation, and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

*SEE ATTACHED*  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

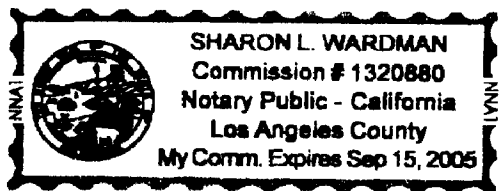
State of California }  
County of LOS ANGELES } ss.

On OCTOBER 29, 2002 before me, SHARON L. WARDMAN, NOTARY  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LINDSAY STEVENS  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Sharon L. Wardman  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: TRADEMARK ASSIGNMENT

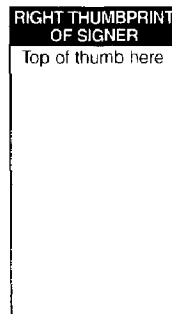
Document Date: OCTOBER 29, 2002 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: LINDSAY STEVENS

- Individual
- Corporate Officer — Title(s): VICE PRESIDENT
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: PSI TELECOMMUNICATIONS