

03-11-2003



Tab settings

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

1. Name of conveying party(ies):
Slurry Explosive Corporation

2.21.03

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

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

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

Execution Date: December 6, 2002

2. Name and address of receiving party(ies)
 Name: SEC Investment Corp., LLC
 Internal Address: _____
 Street Address: 5700 N. Portland, Suite 310
 City: Oklahoma City State: OK Zip: 73112

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Nevada imited liability company

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 76/291,486

B. Trademark Registration No.(s)
 904,559 936,410 936,412 1,081,629
 2,078,089 2,243,373 1,114,751 1,077,342

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sheri R. Hunter
 Internal Address: Jackson Walker L.L.P.
 Street Address: 100 Congress Avenue, Suite 1100
 City: Austin State: TX Zip: 78701-4099

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$ 240.00
 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.

Sheri R. Hunter *Sheri Hunter* 2/13/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

41

00000075 76291486 40.00 OP 2.00.00 OP

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

03/10/2003 6TDM11
01 FC:ASE21
02 FC: 8522

Assignment of Servicemarks and Trademarks

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made and entered into on the 6th day of December 2002, by Slurry Explosive Corporation, an Oklahoma corporation ("**Assignor**"), to SEC Investment Corp., LLC, a Nevada limited liability company ("**Assignee**").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated December 6, 2002 (the "**Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, serviceman and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Marks**").

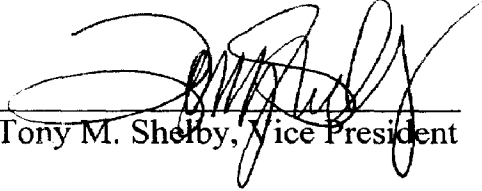
NOW, THEREFORE, effective as of 12:01 a.m. C.S.T. on December 1, 2002 Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by

and construed in accordance with the laws of the State of Oklahoma without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks on the date first above written.

Slurry Explosive Corporation

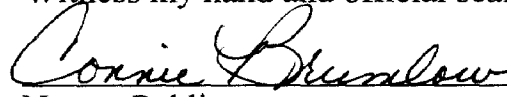
By: 
Tony M. Shelby, Vice President


[SEAL]

State of Oklahoma)
) ss.:
County of Oklahoma)

On this 6th day of December, 2002, before me Connie Brumlow personally appeared Tony M. Shelby, Vice President of Slurry Explosive Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public
Commission # 01018591


CONNIE BRUMLOW
Oklahoma County
Notary Public in and for
State of Oklahoma
My commission expires Nov. 7, 2005.

SCHEDULE A

Registered Servicemarks and Trademarks

<u>Mark</u>	<u>Serial/Reg. No.</u>	<u>Place of Registration</u>	<u>Issue Date</u>
"Slurran"	904,559	United States	12/22/70
	936,412	United States	06/27/82
	344634	Australia	04/02/80
"Detagel"	1,081,629	United States	01/10/78
	344632	Australia	02/04/80
"TOPrime"	2,078,089	United States	07/08/97
"XPAK"	2,243,373	United States	05/04/99
"Kinepak"	936410	United States	06/27/72
	199650	Canada	06/07/74
"Kinepouch"	1114751	United States	03/13/79
	437922	Canada	01/06/95
"Kinestik"	1077342	United States	11/15/77
"Perimex"	76291486	United States	Pending

Unregistered Servicemarks and Trademarks

Slurry Explosive Corporation

Registered Servicemark or Trademark Applications

<u>Servicemark or Trademark</u>	<u>U.S. or Canadian Registration No.</u>	<u>Registration Date</u>
None		

Trade Names

Slurry Explosive Corporation