

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regal International, Inc.		08/09/2001	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	CDI Regal International, Inc.
Street Address:	11182 Highway 69 North
City:	Tyler
State/Country:	TEXAS
Postal Code:	75706
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1238017	REGAL

CORRESPONDENCE DATA	
Fax Number:	(214)999-9164
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2149691677
Email:	trina.brainard@tklaw.com
Correspondent Name:	Molly Buck Richard
Address Line 1:	1700 Pacific Avenue, Suite 3300
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	505967.000002
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NAME OF SUBMITTER:	Molly Buck Richard
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Total Attachments: 5 source=regal#page1.tif source=regal#page2.tif source=regal#page3.tif source=regal#page4.tif source=regal#page5.tif
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CH \$40.00 1238017

BLANKET CONVEYANCE, BILL OF SALE AND ASSIGNMENT

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF NAVARRO §

Concurrently with the execution and delivery hereof, REGAL INTERNATIONAL, INC., a Texas corporation ("Assignor") is conveying to CDI REGAL INTERNATIONAL, INC., a Texas corporation ("Assignee") by Special Warranty Deed a certain tract of land, together with the improvements located thereon (the "Property"), lying and being situated in Navarro County, Texas, being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

It is the desire of Assignor to hereby assign, transfer and convey to Assignee all fixtures, inventory, appliances, furniture, apparatus, equipment, machinery, contract rights, leases, purchase orders, stock in trade, claims, trade names, accounts receivable, work in process, warranties and guaranties, and other items of personal property, both tangible and intangible (excluding cash), owned by Assignor and affixed or attached to, or placed or situated upon, or used in connection with the occupancy or operation of the Properties and the business conducted thereon, including, but not limited to, the properties and assets referenced and described in Paragraphs 1-11 below and the separate list of property and assets set forth on Exhibit "B," attached hereto and made a part hereof by reference for all purposes (all of such properties and assets being collectively called the "Assigned Properties").

NOW, THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor shall and does hereby GRANT, SELL, ASSIGN, TRANSFER, SET OVER and DELIVER to Assignee, its successors and assigns, all of the Assigned Properties, including without limitation the following, subject to no debt, lien or other encumbrance:

1. The equipment, machinery, furnishings, fixtures, equipment, supplies, and other personal property owned, claimed or held by Assignor relating to the operation of the business of Assignor wherever situated, including, but not limited to, the items of personal property described on Exhibit "B" attached hereto.

2. The rights and interests of Assignor in and to, and existing under and by virtue of, the leases, contracts and agreements listed on Exhibit "C" attached hereto and made a part hereof for all purpose, to which Assignor is now a party and which relate to the operation of the Properties or the business of Assignor.
3. The trade names, "Regal Manufacturing" and "Regal International", and the business and good will of Assignor associated therewith.
4. All raw materials, work in process, stock in trade, inventory and other equipment and other tangible personal Properties owned by Assignor.
5. All trademarks, service marks, copyrights, patents and patent applications owned by Assignor.
6. All formulas, trade secrets, market data, marketing plans, management policies and procedures, forms and computer software owned by Assignor.
7. All accounting and financial records, customer lists, distributor lists, supplier lists, purchase and sales lists, blueprints, specifications and plans, personnel and labor records and blank forms owned by Assignor.
8. All stocks, bonds, and other securities
9. All permits, licenses, franchises, consents, authorities and other similar acts of any governmental body owned or held by Assignor.
10. To the extent that Assignor has any transferable interest therein, all assignable warranties and guarantees (express or implied) issued in connection with or arising out of (a) the purchase and repair of all fixtures, equipment and personal Properties owned by Assignor and attached to and located in or used in connection with the Properties, including, but not limited to, (i) all heating, air conditioning, plumbing and lighting fixtures and equipment; and (ii) all manufacturing supplies and equipment owned by Assignor and conveyed hereby, or (b) the construction of any of the improvements located in the Properties. At the request of Assignee, the Assignor shall execute such documents or instruments as may be reasonably requested by Assignee to provide to the issuers of such warranties or guarantees evidence of these assignments.

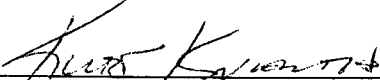
11. All business materials and brochures, ledger cards, records, customer credit reports, maintenance and operating records, keys and telephone exchange numbers owned by Assignor.

TO HAVE AND TO HOLD the Assigned Properties unto Assignee, its successors and assigns, forever, and Assignor does hereby bind itself and its representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular, title to the Assigned Properties unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed the 9th day of August, 2001.


ASSIGNOR:

**REGAL INTERNATIONAL, INC.,
a Texas corporation**

By: 
Name : Kurt Knauth
Title: President

ASSIGNEE:

**CDI REGAL INTERNATIONAL, INC.,
a Texas corporation**

By: 
Name : RON GARIBRIEL
Title: PRESIDENT
By: _____

Trademarks:

Regalon

Defender

Regal

Star King

Slick

Load King

Sand King

Type BX

Royal

Type RV

Bell XEL

Bell Jackpot

Tradenames:

Bell Rubber Co.

Regal Marine

Regal Mardec

Bell Petroleum Svcs.

Regal Rubber Products, Inc.

Regal International, Inc.

Regal (New) International, Inc.

Regal Tool & Rubber Co.

Regal Oilfield Products

Regal/Bell Oilfield Products

Bell Safety Co.

TRADEMARK

REEL: 002728 FRAME: 0726

TRADEMARKS

Mark	Reg. No.	Country	Issue Date	Class	Our File
Defender	Expires 08/10/2002 1,204,550	U.S.	08/10/82	019 (Non-Metallic Building Materials)	REG-2-N-11,369
Regal	Expires 05/17/2003 1,238,017	U.S.	05/17/83	007 (Machinery) 009 (Electrical & Scientific Apparatus) 017 (Rubber Goods)	REG-3-N-11,730
Regal	1,127,096	Great Britain	01/17/80	006 (Metal Goods)	REG-4-N-11,730-GB/1
Regal	1,127,097	Great Britain	01/17/80	009 (Electrical & Scientific Apparatus)	REG-5-N-11,730-GB/11
Regal	1,127,098	Great Britain	01/17/80	017 (Rubber Goods)	REG-6-N-11,730-GB/111
Regal	1,127,099	Great Britain	01/17/80	019 (Non-Metallic Building Materials)	REG-7-N-11,730-GB/11V
Regal	1,127,100	Great Britain	01/17/80	022 (Cordage and Fibers)	REG-8-N-11,730-GB/V
Star King	Expires 11/16/2002 1,216,701	U.S.	11/16/82	017 (Rubber Goods)	REG-61-N-12,496
Stick	Expires 11/16/2002 1,216,702	U.S.	11/16/82	17 (Rubber Goods)	REG-62-N-12,497

PATENTS

Our File	Patent No.	Country	Issue Date	Inventor(s)	Patent Holder	Name of Invention
REG-P-3,312	3,991,502 ¹	U.S.	11/16/76	Tom C. Waldrop et al.	RINC ²	Rotating-Bumper Fender System
REG-P-3,312-IR	7529696	France	09/23/75	Same	R11	Same
REG-P-3,312-GB	1,493,692	Great Britain	05/30/78	Same	Same	Same
REG-P-3,312-JP	115925/1975	Japan	09/23/75	Same	R11 ³	Same

- 1 12/15/80 Change of Name to Regal International, Inc. was recorded.
- 2 Regal Tool & Rubber
- 3 Regal International, Inc.