

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
C.M.C. Trailer Distributors, Inc.		10/31/1994	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	Travis Body & Trailer, Inc.
Street Address:	13955 FM 529
City:	Houston
State/Country:	TEXAS
Postal Code:	77041
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1871212	CMC
Registration Number:	1871576	C.M.C.
Registration Number:	1871213	C.M.C.

CORRESPONDENCE DATA	
Fax Number:	(301)948-7774
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	301-948-7775
Email:	mark@legalplanner.com
Correspondent Name:	Lieberman & Brandsdorfer, LLC
Address Line 1:	12221 McDonald Chapel Drive
Address Line 4:	Gaithersburg, MARYLAND 20878-2252

ATTORNEY DOCKET NUMBER:	1207-302, 303 & 304
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NAME OF SUBMITTER:	Mark M. Brandsdorfer, Esq.
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Total Attachments: 10
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AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT
COUNTY OF HARRIS §

On this 31st day of October, 1994, the following Agreement was entered into by and among, CMC Trailer Distributors, Inc., a Texas corporation ("CMCTD"), Travis Enterprises, Inc., formerly known as Select Real Estate Co., Inc, a Texas corporation ("Travis"), and Travis' wholly owned subsidiary corporations, Travis Body & Trailer, Inc., a Texas corporation ("Travis Body") and C.M.C. Trailers, Inc., a Texas corporation ("CMC"). Travis, Travis Body, and CMC are collectively referred to as "Travis Group".

RECITALS

1. On September 28, 1992, Plaintiffs, CMCTD, Travis, Travis Body, and CMC filed their Original Petition and Application for Preliminary and Permanent Injunctive Relief ("Petition"), thereby commencing Cause No. 92-043075; CMC Trailer Distributors, Inc., C.M.C. Trailers, Inc., Travis Enterprises, Inc. f/k/a Select Real Estate Co., Inc., and Travis Body & Trailers, Inc. vs. CMC Dump Trailers, Inc. ("CMC Dump") and Clifford O. McWilliams ("McWilliams") (collectively, "Defendants"); In the 281st Judicial District Court for Harris County, Texas ("Lawsuit"). In connection with the Lawsuit, CMCTD, Travis Group, CMC Dump, and McWilliams have entered into the following agreements: (i) that certain Compromise, Settlement, and Release Agreement ("Settlement Agreement"); (ii) that certain Assignment of Trademarks, Service Marks, Corporate Name, and Related Rights ("Assignment"); and (iii) Agreed Injunction and Judgment ("Injunction"). The Settlement Agreement, Assignment, and Injunction are collectively referred to as "Settlement Documents".

2. CMCTD has continuously used its corporate name, the name CMC Distributors, the letters CMC, and certain related logos and service marks since the inception of its incorporation and CMCTD's usage thereof was prior to the incorporation of, and use of such letters and certain related logos and service marks by CMC Dump. Further, CMCTD has requested and obtained certain trademark and related rights. Under a separate and prior agreement, CMCTD gave CMC the right and permission to use the name CMC and to incorporate in Texas with CMC's name, subject to an option from CMC and its parent, Travis, in favor of CMCTD, to permit CMCTD to buy all

of the stock of CMC for the terms and consideration therein described ("CMC Name and Option Agreement"). A copy of the CMC Name and Option Agreement is attached hereto as Exhibit "A".

3. Under the Settlement Documents, CMC Dump and McWilliams, without limitation, settled the Lawsuit, they sold, transferred, and assigned to CMCTD and Travis Group, jointly, all Defendants' rights, of any kind, to the corporate name CMC Dump, the letters CMC and all permutations thereof, together with all related service and trademarks, and Defendants also agreed, under the Injunction, to be permanently enjoined from the use or reference to such names, letters, and marks under the terms thereof. During the Lawsuit, CMCTD and Travis Group, agreed to evenly split the legal fees and expenses incurred by them in the prosecution of the Lawsuit, ("Fee Agreement").

4. Pending negotiations and the execution of this Agreement, CMCTD and Travis Group entered into a standstill agreement, a conformed copy of which is attached hereto as Exhibit "B" ("Standstill Agreement"). At the conclusion of the settlement of the Lawsuit and the foregoing matters, CMCTD and Travis Group have discussed, negotiated, and agreed to the terms of the following Agreement.

NOW THEREFORE, in consideration of the monies to be paid hereunder, the rights and interests to be conveyed, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the parties, CMCTD, CMC, Travis, and Travis Body agree as follows:

1. At a closing, at a date, time, and place to be mutually agreed on by the undersigned parties ("Closing"), the Travis Group will pay CMCTD the sum of \$20,000.00, in cashier's check or other good funds acceptable to CMCTD. In the alternative, CMCTD and Travis Group may mutually modify and agree in writing that the \$20,000.00 payment may be paid by Travis Group in goods services or credits in amounts and in a manner acceptable to both CMCTD and Travis Group. (Whether by goods, services, credits, or cash payment referred to hereinafter as "\$20,000 payment").
2. The Travis Group, jointly and severally, shall and hereby agrees to assume, pay, hold CMCTD harmless, and indemnify it from the following:
 - (a) all unpaid legal expenses due the law firms who worked with or on behalf of CMCTD and Travis Group relating to the Lawsuit or trademarking of the CMC, together with all

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unpaid expense claims for the Special Master in Lawsuit, any copying, public document searches, court reporters, filing fees and other charges, up to the actual amount of the current unpaid charges owed to such persons and entities as such amounts agreed to be owed are set forth in Exhibit "C" hereto, totalling \$26,870.69.

- (b) all future legal and related expense charges incurred through Closing, but not yet billed, and all such charges incurred thereafter pertaining to the Lawsuit, the trademarking, registration, or protection of the name CMC, its logos, or service marks, or the enforcement of the Settlement Documents.
3. At Closing, the Travis Group will also pay and reimburse CMCTD for CMCTD's out of pocket legal expenses relating to the Lawsuit and the trademarking, registration and protection of the name CMC, its logos, service marks, and related common law rights, in the sum of \$9,399.75. Collectively, the amounts described herein and in subparagraphs 2 (a) and (b) above are defined as "Legal and Expense Claims".
4. At Closing, Travis Group and CMCTD shall execute and deliver the original Territorial Dealership Agreement, substantially in the form attached hereto as Exhibit "D", providing for, without limitation, the following:
- (a) CMCTD shall be authorized by Travis Group as its exclusive dealer, in the described regional territory, for the sales of dump trailers manufactured by the Travis Group which bear the name either Travis or CMC or a permutation thereof;
- (b) Travis Group shall grant to CMCTD a revocable license right to CMCTD to authorize CMCTD to use of the corporate name of CMC Trailer Distributors, Inc., and to use the letters CMC and its related logo solely in connection with its operations as a trailer sales and service firm, and on the items described in Exhibit "E" to be manufactured by CMCTD, but such license and right to use such name and letters shall not to extend to any other activities or

manufacturing not approved, in writing, by Travis Group; and

- (c) Travis Group shall include CMCTD in its advertising when such advertising: (i) utilizes the name CMC, or a permutation thereof; and (ii) is to be published or broadcast in a publication or manner intended to encompass all or part of CMCTD's regional territory described in such Territorial Distributorship Agreement.

5. Under this Agreement, Travis Group, shall also pay CMCTD further consideration, as follows:

- (a) On March 1, 1995 and on the first day of March every year thereafter through and including March 1, 1999, Travis Group shall pay a total of five (5) annual installment payments to CMCTD, with each annual installment payment to be equal to twenty percent (20%) of: \$200,000.00 less the \$20,000.00 payment and the total as of June 30, 1994 of the Legal and Expense Claims in the sum of \$36,270.44. These annual installment payments may be: (i) made in cash, or, if agreed to in writing by CMCTD and Travis Group, in goods, services, or credits in amounts and terms as mutually agreed to; and (ii) prepaid by Travis Group, (on the terms of the foregoing subsentence (i)), in whole or in part, to CMCTD, without interest or penalty. (Annual Payments will total \$143,729.56). The terms and agreement of CMCTD and Travis Group concerning payment and credit of the payment at Closing is attached hereto as Exhibit "F".
- (b) If Travis Group should fail to timely pay CMCTD any of the sums due under this Agreement, (and provided CMCTD is not then in default under this Agreement or the Territorial Distributorship Agreement), CMCTD shall give written notice of such payment default to Travis, Travis Body, and CMC, in the manner herein provided, setting for the the amount owed and providing for ninety (90) days from the date of such notice for Travis Group to cure such payment default. If, after written notice and the

expiration of such ninety (90) day default cure period the amount owed has not been received by CMCTD, CMCTD may immediately pursue one or the other of its alternative exclusive remedies, as follows: a) seek recovery against Travis Group, jointly and severally, for any sums then due CMCTD under this Agreement; or b) provide Travis Group with CMCTD's written notice of CMCTD's immediate conversion to the Irrevocable License Right as described and defined under the Territorial Distributorship Agreement.

- (c) Travis Group's obligation to pay the sums due to CMCTD, under this Agreement, shall continue if CMCTD ceases operations or is voluntarily dissolved, and in either such case only, CMCTD may assign such payment rights to any of the individual shareholders of CMCTD as of the date of the Closing.

6. The Fee Agreement, the CMC Name and Option Agreement and the Standstill Agreement are hereby agreed by CMCTD and Travis Group to be null and void and CMCTD specifically releases and relinquishes all option or other rights to purchase CMC, or the stock or assets of CMC.
7. Notwithstanding any other term in this Agreement, or in the Territorial Dealership Agreement referred to in subparagraph 4 above, CMCTD hereby sells, assigns, and transfers to Travis Group, from the date of Closing forward, all of CMCTD's right, title, and interest in and to: (i) the names CMC Trailer Distributors, Inc., CMC, CMC Trailers, CMC Dump, or any permutations thereof, together with all trademarks, service marks, assumed name, and corporate name rights, of whatever kind or nature, presently owned, requested, or hereinafter acquired by CMCTD in and to such names or any permutations thereof for the full term for which trademarks, service marks and rights exist as fully and entirely as had this Agreement not been made (ii) all infringement, enforcement or other claims or causes of action and all goodwill and benefits relating thereto or to the items described in the foregoing subparagraph 7(i) above; (iii) CMCTD's rights, interests, benefits, and claims under the Settlement Agreement, Assignment, and Injunction (collectively, "Settlement Documents"); (iv) all claims, actions, and rights for the registration, approval of

or granting of all of CMCTD's trademarks, service marks, or other claims to the name CMC Trailer Distributors, Inc., CMC, CMC Trailers, CMC Dump, or any permutation thereof, together with any action or claims challenging the claims of others thereto.

- (a) CMCTD hereby warrants and covenants that the trademarks, service marks, assumed name, corporate name, and other rights and interests described by writings provided by CMCTD, or on its behalf, prior to execution of this Agreement, constitute a full and complete description of all such assets and rights currently owned, claimed, requested, received, or anticipated to be received or owned by CMCTD with respect to CMC Trailer Distributors, Inc., CMC, CMC Trailers, CMC Dump, or any permutation thereof and all of which have been assigned and transferred to Travis Group under the foregoing subparagraph. CMCTD shall execute and deliver all such documents and take all such other actions as reasonably necessary to give the fullest possible force and effect to the foregoing assignment in this subparagraph and to this Agreement, including, without limitation, execution and delivery of separate assignments, trademark or service mark assignments, corporate filings, and related documents. CMCTD shall defend all right, title, and interest in and to the foregoing assets conveyed to Travis Group hereunder, against the lawful claims of any person or entity.
8. This Agreement shall be enforceable in the State of Texas and in every jurisdiction in the United States of America. The laws of the State of Texas shall govern the construction, validity, enforcement, and interpretation hereof, except to the extent laws of such other local jurisdictions or federal laws otherwise govern the validity, construction, enforcement, and interpretation hereof. Venue for any action brought on this Agreement shall be proper in any Texas or federal court sitting in Texas, and having jurisdiction of such action.
9. It is expressly understood and agreed that the terms of this Agreement are contractual and are not merely recitals.

10. All parties acknowledge that they have read the terms of this Agreement and fully understand its provisions. All parties acknowledge that they have discussed the terms and conditions of this Agreement with their respective attorneys and that this Agreement has been fully explained to them.
11. The signatories to this Agreement have the right, power, and authority to bind such party to this Agreement and each agrees to execute and deliver all such documents and assignments and take such other acts as necessary to give full force and effect to the terms of this Agreement.
12. The respective addresses of the parties hereto for the purposes of notices under this Agreement are:

CMCTD:

Steve McCann
CMC Trailer Distributors, Inc.
P. O. Box 4514
Fort Worth, Texas 76106

CMC TRAILERS:

CMC Trailers, Inc.
Attention: Steven Retzloff, President
13955 FM 529
Houston, Texas 77041

TRAVIS ENTERPRISES:

Travis Enterprises, Inc.
Attention: Steven Retzloff, President
13955 FM 529
Houston, Texas 77041

TRAVIS BODY:

Travis Body & Trailer, Inc.
Attention: Steven Retzloff, President
13955 FM 529
Houston, Texas 77041

All notices permitted or required under this Agreement, including notice of any change in above addresses, shall be deemed given upon the first to occur of either actual delivery to the party to whom the notice is directed or upon the deposit of same in the United States Mails, postage prepaid and properly

addressed to the address of the party to whom the notice is directed as provided in this paragraph.

- 13. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, all persons or entities under their control, their agents, servants, employees, officers, and directors, but may not be assumed or assigned by any person or entity that is not a signatory hereto, and as presently owned or constituted, without the written consent of all of the undersigned parties. Further, it is expressly understood and agreed that: (i) if CMCTD becomes a partnership, Sub-S corporation, or limited liability corporation and neither management, control, ownership (or any part thereof), nor the operations are changed from the present management, control, or ownership, the rights and benefits, subject to the obligations, of this Agreement, may be assigned by CMCTD to such partnership, Sub-S corporation, or limited liability corporation as applicable; but (ii) any assignment or transfer of the rights or benefits, or a portion thereof, by CMCTD contrary to the foregoing shall void all of Travis Group's payment obligations hereunder and all of CMCTD's rights under the Territorial Distributorship Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year above first written.

CMC TRAILER DISTRIBUTORS, INC.,
a Texas corporation

By: Steve McCann Pres
 Name: Steve McCann
 Title: President

CMC TRAILERS, INC., a Texas corporation

By: Steven Retzloff
 Name: Steven Retzloff
 Title: President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

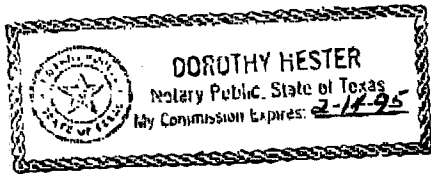
This instrument was acknowledged before me on this 4th day of November, 1994, by Steven Retzloff, President of C.M.C. Trailers, Inc., a Texas corporation, on behalf of said corporation.



Dorothy Hester
Notary Public - State of Texas

STATE OF TEXAS §
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COUNTY OF HARRIS §

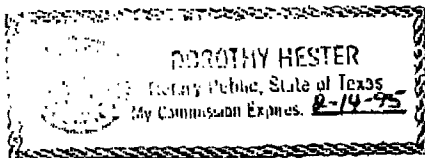
This instrument was acknowledged before me on this 4th day of November, 1994, by Steven Retzloff, President of Travis Enterprises, Inc., f/k/a Select Real Estate Co., Inc., a Texas corporation, on behalf of said corporation.



Dorothy Hester
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 4th day of November, 1994, by Steven Retzloff, President of Travis Body & Trailer, Inc., a Texas corporation, on behalf of said corporation.



Dorothy Hester
Notary Public - State of Texas