

10-17-2003

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):

10-15-03

Dan-Loc Bolt & Gasket, Inc.

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

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

2. Name and address of receiving party(ies)

Name: DL Industries, LP

Internal Address:

Street Address: 725 North Drennan

City: Houston State: TX Zip: 77003

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State 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: 02/14/02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,756,432

2,015,702 & 2,026,929

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey L. Wendt

Internal Address:

Street Address: 600 Town Center One

1450 Lake Robbins Drive

City: The Woodlands State: TX Zip: 77380

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.

40.00 OP 50.00 OP

Jeffrey L. Wendt/Reg. No. 32,952

Name of Person Signing

Signature

September 25, 2003 Date

Total number of pages including cover sheet, attachments, and document: 5

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

CHECK Refund Total: \$30.00

TRADEMARK REEL: 002845 FRAME: 0333

TRADEMARK ASSIGNMENT

STATE OF TEXAS)
)
COUNTY OF HARRIS)

THIS ASSIGNMENT, dated as of February ¹⁴ 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.
2. 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

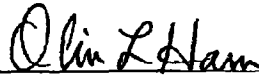
replace the Asset Agreement, and the Asset Agreement shall continue to apply between or among the parties hereto to the fullest extent provided therein. Without limiting the foregoing, nothing in this Assignment shall be deemed to or shall be interpreted to modify the representations, warranties, or 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: _____



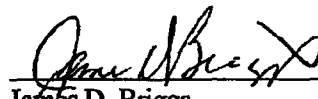
O. Lee Harn
Senior Vice President - Administration

Assignee:

DL INDUSTRIES, LP

By FREESTONE OPERATING VENTURES,
LLC, its General Partner

By: _____

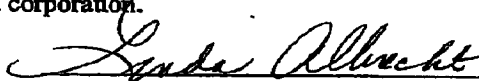

James D. Briggs
Manager

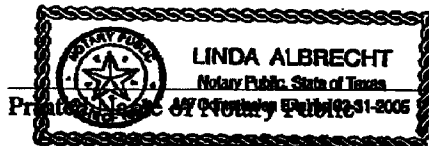
STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was ACKNOWLEDGED before me, on the 14th day of February, 2002, by O. Lee Harn the Senior Vice President – Administration of DAN-LOC BOLT & GASKET, INC., a Texas corporation, on behalf of said corporation.

[S E A L]

My Commission Expires:


Notary Public, State of Texas

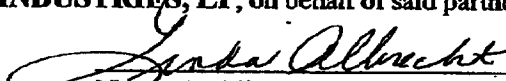


STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was ACKNOWLEDGED before me, on the 14th day of February, 2002, by James D. Briggs, Manager of FREESTONE OPERATING VENTURES, LLC , a Texas corporation, the General Partner of DL INDUSTRIES, LP, on behalf of said partnership.

[S E A L]

My Commission Expires:


Notary Public, State of Texas



When recorded, return to:

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

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>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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_15486076
02/13/2002 - 38694-2