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

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):

Total Containment, 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: Talleres Industriales Potosinos

Internal Address:

Street Address: 14405 Investment Ave

City: LAREDO State: TX Zip: 78045

- 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

SA. de C.V.

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: October 13, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1520753

Additional number(s) attached Yes No

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

Name: Jose Antonio Benavente

Internal Address: TIPSA

Asesoria Internacional

Street Address: 14405 Investment Ave

City: LARAD State: TX Zip: 78045

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- 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.

John R. WRIGHT JR.

Name of Person Signing

Signature

12/8/03

Date

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

01/23/2004 BYRNE 00000136 1320753

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40.00 DP

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

TRADEMARK REEL: 002901 FRAME: 0103

Exhibit D

ASSIGNMENT AND ASSUMPTION AGREEMENT

42W JAG

ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") dated October 13, 2003 between TOTAL CONTAINMENT, INC (the "Assignor") and TALLERES INDUSTRIALES POTOSINOS, S.A. de C.V. (the "Assignee").

RECITALS

The Assignor is engaged in the business of manufacturing and selling certain products (the "Product Line").

As provided by the Asset Purchase Agreement dated August, , 2003 between the Assignor and Assignee (The "Purchase Agreement"), the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Patents and Trademarks set forth on **Exhibit "A"** hereto (the "Assumed Patents and Trademarks")

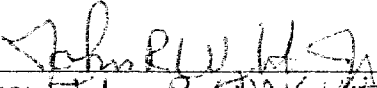
NOW, THEREFORE, in consideration of the premises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Transfer.** For value received the Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assign, all of the Assignor's right, title and interest in and to the Assumed Patents and Trademarks.
2. **ASSUMPTION.** The Assignee assumes, and agrees to transfer the names on the Assumed Patents and Trademarks at the United States Patent and Trademark Office to a company of the Assignee.
3. **Further Assurances.** If, at any time after the date of this Assignment, any further assignments, conveyances or assurances in law are necessary or desirable to vest, perfect or confirm in the Assignee the right, title and interest hereby assigned to it or to confirm the assumption by the Assignee of any liability, obligation or undertaking of the Assignor assumed by the Assignee hereunder, or otherwise to carry out the provisions hereof, the Assignor and or the Assignee, as the case may be, shall execute and deliver any and all proper assignments, instruments or assumption, powers of attorney and assurances in law and do all things necessary or proper to vest, perfect or confirm such assignment to the Assignee an/or confirm the assumption by the Assignee of any such liability, obligation or undertaking of the Assignor assumed by the Assignee hereunder and otherwise to carry out the provisions hereof.
4. **Choice of Law.** The Assignment shall be interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania without regard to conflicts of law principles.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which, when so executed, shall constitute any original copy hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Assignor and the Assignee have executed this Assignment as of the date and year first above written.

ASSIGNOR:
TOTAL CONTAINMENT, INC.

By: 
Name: John R. O'Riordan
Title: President

ASSIGNEE:
TALLERES INDUSTRIALES POTOSIN OS, S.A. de C.V.

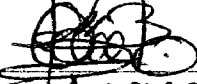
By: 
Name: JOSE ANTONIO BENAVENTE
Title: ADMINISTRATIVE MANAGER

Exhibit A:

**Patent # 4,672,366 date June 9, 1987 Tank Jacket
Patent Application 75,135,376 Total Tank
Tank Jacket Trademark # 1520753**