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Commissioner for Trademarks: Please record the attached copies of an original document.

1. Name of conveying party(ies): 2-5-04
 JS Products, Inc.
 Individual(s)
 Association
 General Partnership
 Limited Partnership
 Corporation-State Nevada
 Other _____
 Additional name(s) attached? Yes No

2. Name and address of receiving party(ies):
 Allied Marketing Group, Inc.
 1555 Regal Row
 Dallas, TX 75247
 Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____
 If the assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
 Additional names/addresses attached? Yes No

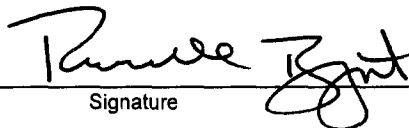
3. Nature of conveyance:
 Assignment
 Merger
 Security Agreement
 Change of Name
 Other:
 Execution Date: January 27, 2004

4. Application number(s) or trademark number(s):
 A. Trademark Application No(s):
 B. Trademark No(s): 2,663,546
 Additional numbers attached? Yes No

5. Name/address of party to whom correspondence concerning document should be mailed:
 RUSSELL N. RIPPAMONTI
 Fish & Richardson P.C.
 5000 Bank One Center
 1717 Main Street
 Dallas, Texas 75201

6. Total number of applications and registrations involved: 1
 7. Total fee (37 CFR §3.41): \$40
 Enclosed
 Authorized to charge Deposit Account.
 8. Deposit Account No.: 06-1050
 Please apply any additionally charges, or any credits, to our Deposit Account No. 06-1050.

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 the attached is a true copy of the original document.*
Russell N. Rippamonti  2/2/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

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CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria, VA 22313-1450.

February 2, 2004
Date of Deposit

Pat Bradford
Signature

Pat Bradford
Typed Name of Person Signing Certificate

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of the 27th day of January, 2003 between JS Products, Inc., a Nevada corporation ("ASSIGNOR") and Allied Marketing Group, Inc., a Delaware corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used and has not abandoned the trademark "STEELCRAFT" and has obtained U.S. Federal Trademark Registration No. 2,663,546 for said mark (hereinafter "Mark and Registration"); and

WHEREAS, ASSIGNEE is desirous of acquiring said Mark and Registration, and the goodwill of the business associated therewith; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to ASSIGNEE of all rights in and to the said Mark and Registration, and the goodwill of the business associated therewith.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE, its successors and assigns, all rights, title and interest in the Mark and Registration, together with the goodwill of the business symbolized by said Mark and Registration, the right to secure registrations for the Mark in all countries, all of the foregoing to be held and enjoyed by ASSIGNEE for its own use and for the use of its successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto and the right to sue and recover damages by reason of past, present and future infringement of the rights assigned under this Assignment with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made;

ASSIGNEE's authority hereunder shall include, without limitation, the authority to execute and receive any certificate of ownership or other document to transfer title to the Mark and Registration assigned pursuant to this Assignment, and to take any other actions necessary or incident to the powers granted to ASSIGNEE in this Assignment.

