

5-27-04

06-03-2004



102757195

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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):  
INTRO-PACE LTD. CO.

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

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

2. Name and address of receiving party(ies):  
Name: PAUL DAVRIL, INC.

Internal Address: N/A  
Street Address: 5401 South Soto Street

City: Los Angeles      State: CA      Zip: 90058

Individual(s) citizenship: \_\_\_\_\_  
 Association: \_\_\_\_\_  
 General Partnership: \_\_\_\_\_  
 Limited Partnership: \_\_\_\_\_  
 Corporation-State: California  
 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

OFFICE OF PATENT AND TRADEMARKS  
2004 MAY 27 AM 9:03  
FINANCIAL SECTION

3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: MAY 20, 2004

4. Application Number(s) or Registration Number(s), 1602374

A. Trademark Application No.(s): \_\_\_\_\_  
B. Trademark Registration No.(s): 1,602,374

Additional numbers attached?       Yes       No

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

Name: Billy Robbins, Esq.  
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.:  
Street Address: 865 South Figueroa Street  
28<sup>th</sup> Floor

City: Los Angeles      State: CA      Zip: 90017

6. Total Number of applications and registrations involved: 1

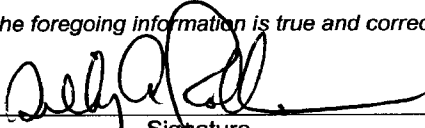
7. Total fee (37 CFR 3.41)      \$ 40.00

Enclosed  
 Authorized to be charged to Deposit Account  
 Authorized to be charged to credit card  
(Form 2038 enclosed)

8. Deposit account number: 50-0337  
(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.*

Billy A. Robbins            May 27, 2004  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

06/02/2004 8TON11 00000101 500337 1602374  
01 FC:8521 40.00 BA

TRADEMARK  
REEL: 002979 FRAME: 0438

**ASSIGNMENT  
(U.S. and Foreign Trademarks)**

**WHEREAS**, INTRO-PACE LTD. CO., a Delaware corporation having its principal place of business at 300 East 71<sup>st</sup> Street, Suite 7H, New York, New York 10012 (hereinafter referred to as Assignor), has adopted and is using the Mark and owns the registration therefor set forth in SCHEDULE A; and

**WHEREAS**, Paul Davril, Inc., a California corporation organized under and pursuant to the laws of California having its principal place of business at 5401 South Soto Street, Los Angeles, California 90058 (hereinafter referred to as Assignee), desires to acquire the Mark and the goodwill of the business associated with the Mark.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registration for said Mark and all of its right, title, and interest in and to said Mark set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Mark and the registration thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Mark and/or registration, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Mark are registered and any renewals of the terms thereof;

**AND FOR THE SAME CONSIDERATION**, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registration and believes it is the sole and lawful owner of the entire right, title, and interest in and to said Mark and said goodwill associated therewith and that the same are unencumbered and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Mark and registration thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

INTRO-PACE LTD., CO.  
By: [Signature]  
Name:  
Title: President

State of New York )  
County of New York ) ss.

On May 20, 2004, before me, Stuart Rosenthal, personally  
Appeared [Signature]  personally known to me  proved  
to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]

EDNA CARTER  
Notary Public, State of New York  
No. 01CA6092585  
Qualified in Bronx County  
Commission Expires May 27, 2007

**SCHEDULE A**  
**REGISTRATION**

MARK: MIX CONCRETE

<b>Registration Number</b>	<b>Date Registered</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Ctry</b>
1,602,375	June 19, 1990	73/613,610	August 7, 1986	U.S.