

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zipp Industries, Inc.		03/27/1998	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Martin Resources, Inc.		
Street Address:	4200 Stone Road		
City:	Kilgore		
State/Country:	TEXAS		
Postal Code:	75663		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1310623		
Registration Number:	830068		
Registration Number:	1448036		
CORRESPONDENCE DATA			
Fax Number:	(214)661-4899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Valerie Verret		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Valerie Verret		
Signature:	/Valerie Verret/		
Date:	12/20/2004		

CH \$90.00 1310623

Total Attachments: 4
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— ASSET PURCHASE AGREEMENT —

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of March 27, 1998, is made by and among Martin Resources, Inc., a Texas corporation ("Buyer" or "Martin"), Zipp Industries, Inc., a Texas corporation ("Zipp"), and Pax Industries, Inc., a Texas corporation ("Pax," and together with Zipp, the "Sellers").

WHEREAS, Pax is a wholly-owned subsidiary of Zipp; and

WHEREAS, Sellers desire to sell to Buyer, and Buyer desires to purchase from Sellers, upon the terms and subject to the conditions herein set forth, substantially all the assets of Sellers;

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

ARTICLE I

TERMS OF THE TRANSACTION

1.1 Assets to be Transferred. At the Closing, and on the terms and subject to the conditions set forth in this Agreement, Sellers shall sell, assign, transfer, deliver, and convey (collectively, "transfer"), or cause to be transferred, to Buyer, and Buyer shall purchase from Sellers, all assets and properties of every kind, character, and description, whether tangible, intangible, real, personal, or mixed, and wherever located, that are owned, leased or used by Sellers in which Sellers have any right, title, or interest, including, without limitation, the following assets and properties of Sellers, exclusive of assets referenced in Section 1.2:

(a) Real Property. All those certain plots, tracts, or parcels of land located in Hale County, Texas and in Salt Lake County, Utah, and more particularly described on Schedule 1.1(a) (the "Real Property"), and all warehouses, storage facilities, buildings, works, structures, fixtures, landings, construction in progress, improvements, betterments, installations, and additions of Sellers, including those constructed, erected, or located on or attached or affixed to the Real Property;

(b) Vehicles, Equipment and Machinery. All vehicles, rolling stock, equipment, machinery, materials, furniture, apparatus, tools, dies, implements, appliances, spare parts, supplies, and other tangible personal property of every kind, character, and description owned by Sellers, including without limitation all the assets described on Schedule 1.1(b)(i), and excluding only the personal property identified in Section 1.2 hereof;

(c) Inventories. All of Sellers' inventories, as of the Closing, wherever located, including without limitation finished goods, work-in-process, raw materials, supply and samples inventories, and other inventories;

(d) Accounts Receivable. All accounts receivable of Sellers and all other rights of Sellers to payment for goods sold or leased or for services rendered, including without limitation those that are and are not evinced by instruments or chattel paper, whether or not earned by performance or written off or reserved against as a bad debt or doubtful account in any financial statements, together with all instruments and documents of title representing any of the foregoing, all rights in any merchandise or goods that any of the same represent, and all rights, title, security, and guaranties in favor of Sellers with respect to any of the foregoing, including without limitation any right of stoppage in transit;

(e) Intellectual Property. The names "Zipp Industries, Inc." and "Pax Industries, Inc." and all patents, trademarks, service marks, trade names, service names, brand names, copyrights, trade secrets, know-how, proprietary processes, inventions, computer software (including documentation and object and source codes), and similar rights, and all registrations, applications, licenses, claims, causes of action, and rights with respect to any of the foregoing, and all rights to recover for infringement thereof (the "Intellectual Property");

(f) Permits. All right, title, and interest of Sellers in, to, and under all Permits, including without limitation, those relating to the construction, use, operation, or enjoyment of the Assets, as such Permits can be lawfully conveyed;

(g) Contracts and Agreements. All right, title, and interest of Sellers in, to, and under the contracts and agreements, including real and personal property leases, described on Schedule 1.1(g), and all rights (including rights of refund and offset), privileges, deposits, claims, causes of action, and options in favor of Sellers, relating or pertaining to such contracts and agreements;

(h) Prepaid Expenses. All right, title, and interest of Sellers in and to all prepaid rentals and other prepaid expenses arising from payments made by Sellers in the ordinary course of the operation of their business prior to the close of business on the Closing Date for goods or services where such goods or services have not been received by Sellers by the close of business on the Closing Date;

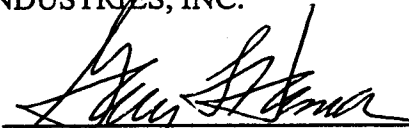
(i) Books and Records. All books, records, papers, and instruments of Sellers of whatever nature and wherever located that relate to the Assets or the operation of Sellers' business, including without limitation all financial and accounting records and all books and records relating to employees, the purchase of materials, supplies, and services, product research and development, the manufacture and sale of products, and dealings with customers, vendors, and suppliers of Sellers' business, and including computerized books and records and other computerized storage media and the software used in connection therewith, provided that Sellers shall be entitled to retain copies of any such books and records that are necessary for their tax, accounting, or legal purposes; and

(j) Other Assets. Whether or not enumerated above, all assets used in or supporting the operations conducted by Sellers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

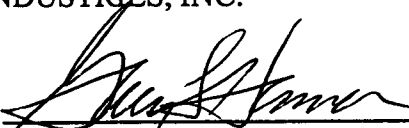
SELLERS:

ZIPP INDUSTRIES, INC.

By: 

Gary L. Hamar
President

PAX INDUSTRIES, INC.

By: 

Gary L. Hamar
President

BUYER:

MARTIN RESOURCES, INC.

By: _____
Ruben S. Martin III
President

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Ruben S. Martin III
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