

09-16-2005

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103083328

RECORDATION  
TRAD

To the Director of the U. S. Patent and Trademark Office, please record the attached documents or the new address(es) below.

Re 9-15-05

**1. Name of conveying party(ies):**  
Winfield Russell McAfee

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: Team Industrial Services, Inc  
Internal Address: Attn. Ted W. Owen  
Street Address: 200 Hermann  
City: Alvin  
State: TX  
Country: USA Zip: 77511

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship USA  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**  
Execution Date(s) 2-11-05

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) 78-386,771  
B. Trademark Registration No.(s) \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
Name: Marlen D. Whitley, Esq.  
Internal Address: \_\_\_\_\_  
Street Address: 1200 Smith St. Suite 1400  
City: Houston  
State: TX Zip: 77002  
Phone Number: (713) 654-9693  
Fax Number: (713) 658-2553  
Email Address: whitley@chamberlainlaw.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00 (paid on 3/7/05)

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Marlen D. Whitley      9/8/05  
Signature      Date

Marlen D. Whitley  
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03-21-2005

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



RE

102962771

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3.12.05

1. Name of conveying party(ies)/Execution Date(s):

~~Winfield Russell~~  
~~Russell Winfield McAfee~~

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

Citizenship (see guidelines) United States

Execution Date(s) 2-11-05

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Team Industrial Services Inc.

Internal Address: Attn: Ted W. Owen

Street Address: 200 Hermann

City: Alvin

State: Texas

Country: USA Zip: 77511

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship United States
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78-386,771

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Marlon D. Whitley, Esq.

Internal Address:

Street Address: 1200 Smith St. Suite 1400

City: Houston

State: TX Zip: 77002

Phone Number: (713) 654-9693

Fax Number: (713) 658-2553

Email Address: whitleym@chamberlainlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_ Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Marlon D. Whitley

Signature

3/7/05

Date

Marlon D. Whitley, Esq.

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

03/18/2005 6TON11 00000020 78386771

01 FC:8521

40.00 OP

TRADEMARK  
REEL: 003222 FRAME: 0712

**ASSIGNMENT OF UNITED STATES  
TRADEMARK APPLICATION**

This ASSIGNMENT OF UNITED STATES TRADEMARK APPLICATION (this "Assignment") is made and executed as of February 11, 2005 by and between Team Industrial Services, Inc., a Texas corporation (hereinafter referred to as the "Assignee") and Winfield Russel McAfee, an individual residing in Alvin, Brazoria County, Texas (hereinafter referred to as the "Assignor").

**Recitals**

WHEREAS, Assignor has filed a Trademark Application No. 78/386,771 in the United States Patent and Trademark Office (the "Trademark Application"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademark Application, together with the goodwill in connection with which use for which the Trademark Application has been filed, along with the right to recover for damages and profits for any infringements thereof;

**Agreement**

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor has agreed to and does hereby irrevocably sell, assign, grant, transfer, set over and convey to Assignee all of Assignor's right, title and interest in and to said Trademark Application, together with the goodwill in connection with which use for which the Trademark Application has been filed, along with the right to recover for damages and profits for any infringements thereof, and the registration thereof, to have and to hold the Trademark Application together with all rights and appurtenances of Assignor thereto, including such goodwill, to the end of the term or terms for which the Trademark Application may be granted.

2. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States to issue the Trademark Application and the rights thereof to Assignee in accordance with the terms of this instrument.

3. Further Assurances. Assignor covenants and agrees that he will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the Trademark Application on behalf of Assignee, its successors, assigns, or other legal representatives, and he will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

4. Further Information. Assignor covenants and agrees that he will, at any time upon request, communicate to the Assignee, its successors, assigns or other legal representatives, such facts relating to the Trademark Application, and any other worldly rights not expressly referenced herein or the file history thereof as may be known to Assignor or its agents or legal representatives, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

**ASSIGNOR**

By: Winfield Russell McAfee  
Winfield Russell McAfee

**ASSIGNEE**

TEAM INDUSTRIAL SERVICES, INC.

By: Ted W. Owen  
Ted W. Owen,  
Secretary

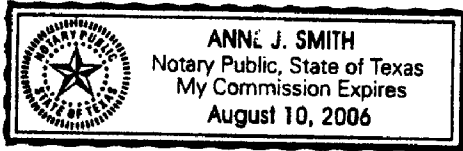
STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Winfield Russell McAfee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of February, 2005.

[SEAL]



[Signature]  
Notary Public Signature

Anne J. Smith  
Notary Printed Name

Commission Expires 8-10-06

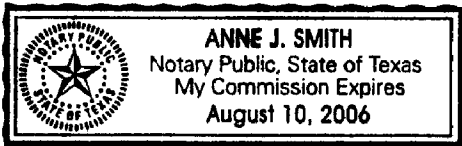
STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, the undersigned authority, on this day personally appeared Ted W. Owen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of February, 2005.

[SEAL]



[Signature]  
Notary Public Signature

Anne J. Smith  
Notary Printed Name

Commission Expires 8-10-06

0507683.01