

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
<p>1. Name of conveying party(ies):</p> <p>MODERN LIMITED</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____</p> <p>Citizenship _____ (see guidelines)</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>THE MODERN GROUP, LTD</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1655 Louisiana</u></p> <p>City: <u>Beaumont</u> State: <u>Texas</u> Country: <u>United States of America</u> Zip: <u>77701</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Texas</u> <input type="checkbox"/> Other _____ Citizenship: _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small></p>
<p>3. Nature of conveyance/Execution Date(s):</p> <p>Execution Date(s) <u>1/20/2006</u></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) <u>76/635,300</u></p> <p>B. Trademark Registration No.(s)</p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p> <p>Application number(s): [<u>76/635,300</u>] <u>DRAGON</u></p>	
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jan K. Simpson</u> <u>FULBRIGHT & JAWORSKI L.L.P.</u></p> <p>Internal Address: Atty. Dkt.: <u>HO-T01463US1</u> Street <u>Fulbright Tower</u> Address: <u>1301 McKinney, Suite 5100</u></p> <p>City: <u>Houston</u> State: <u>TX</u> Zip: <u>77010-3095</u> Phone Number: <u>(713) 651-5383</u> Fax Number: <u>(713) 651-5246</u> Email Address: <u>ksimpson@fulbright.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>06-2375</u> Authorized User Name <u>Jan K. Simpson</u></p>
<p>9. Signature: _____ January 24, 2006</p> <p style="margin-left: 150px;">Signature</p> <p style="margin-left: 100px;">Date</p> <p style="margin-left: 50px;"><u>Jan K. Simpson</u></p> <p style="margin-left: 50px;">Name of Person Signing</p> <p style="text-align: right; margin-right: 50px;"><small>Total number of pages including cover sheet, attachments, and documents: 4</small></p>	

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ASSIGNMENT

WHEREAS, MODERN LIMITED, a limited liability partnership organized under and pursuant to the laws of Texas having its principal place of business at 1655 Louisiana; Beaumont, Texas 77701 (hereinafter referred to as Assignor), has adopted the trademark reflected in U.S. Serial No. 76/635,300 filed April 7, 2005 for DRAGON ("Mark") ; and

WHEREAS, THE MODERN GROUP, LTD, a corporation organized under and pursuant to the laws of Texas having its principal place of business at 1655 Louisiana; Beaumont, Texas 77701 (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 registrations for said Mark and all of its right, title, and interest to said Mark not presently registered, together with the goodwill of the business symbolized by the Mark and the registrations 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 registrations, 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 registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest 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 registrations 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.

MODERN LIMITED

Date:

1/20/06


Casey Crenshaw
Partner

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