

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
Fishing Tools Specialty, Inc. d/b/a Curley's Fishing Tools Specialty, Inc. and Curley's Machine Shop		06/12/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Fishing Tools Specialty, L.P.		
Composed Of:	COMPOSED OF Fishing Tools Specialty GP, L.L.C.		
Street Address:	3333 Brazos Street		
City:	Odessa		
State/Country:	TEXAS		
Postal Code:	79764		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78783136	ULTRA	
Registration Number:	2099665	ULT	
CORRESPONDENCE DATA			
Fax Number:	(713)238-8008		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-238-8000		
Email:	TMHou@conleyrose.com		
Correspondent Name:	Albert Shung		
Address Line 1:	P.O. Box 3267		
Address Line 4:	Houston, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	2376-01600		
NAME OF SUBMITTER:	Albert Shung		

CH \$65.00 78783136

Signature:	/Albert Shung/
Date:	06/19/2006
Total Attachments: 4 source=TM Assign Frm Fishing Inc to Fishing LP#page1.tif source=TM Assign Frm Fishing Inc to Fishing LP#page2.tif source=TM Assign Frm Fishing Inc to Fishing LP#page3.tif source=TM Assign Frm Fishing Inc to Fishing LP#page4.tif	

TRADEMARK ASSIGNMENT

This Assignment is made by and between FISHING TOOLS SPECIALTY, INC. d/b/a CURLEY'S FISHING TOOLS SPECIALTY, INC., and CURLEY'S MACHINE SHOP ("Assignor"), a Texas corporation, having a place of business at 3333 Brazos Street, Odessa, Texas 79764 and FISHING TOOLS SPECIALTY, L.P. ("Assignee"), a Texas Limited Partnership, having a place of business at 3333 Brazos Street, Odessa, Texas 79764.

In consideration of Ten Dollars (\$10.00) cash in hand paid to Assignor by Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, grant and convey to Assignee, its successors, assigns and legal representatives, all of Assignor's entire right, title, and interest throughout the world in and to:

- (a) the trademarks, service marks, trade names, and domain names (collectively "Trademarks") identified on Attachment A attached hereto;
- (b) any and all registrations thereof on the Trademarks;
- (c) all common law rights associated with the Trademarks;
- (d) the assets and goodwill of that portion of the business symbolized and associated with the Trademarks;
- (e) all rights of priority associated with the Trademarks;
- (f) any and all renewals or extensions of any copyrights that may be secured under the laws now or hereafter pertaining thereto anywhere in the world; and
- (g) any and all rights and causes of action (including damages recoverable thereby) for past, present, and future unauthorized use of the Trademarks, including but not limited to all rights and causes of action for infringement and unfair competition.

Assignor further covenants and agrees that it and its representatives will, at Assignee's request and expense, do all other lawful acts necessary to enable Assignee to obtain, maintain and enforce the rights and interests herein sold, assigned, transferred, and conveyed. This Agreement shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Assignor represents and warrants that it owns all right, title, and interest in and to the Trademarks, that it has the authority to transfer all of the rights sold, assigned, transferred, and conveyed pursuant to this Agreement, and that it has not licensed anyone to use the Trademarks in any way.

The undersigned hereby represent and warrant that they have the authority to execute this Agreement behalf of their respect entities.

ASSIGNMENT OF TRADEMARKS - Continued

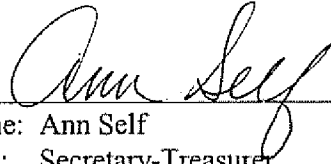
This Assignment is signed this 12 day of June 2006.

ASSIGNOR:

FISHING TOOLS SPECIALTY, INC.

Date: 6-12-06

By:


Name: Ann Self

Title: Secretary-Treasurer

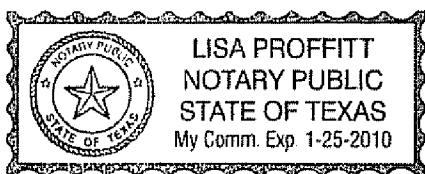
ASSIGNMENT OF TRADEMARKS - Continued

THE STATE OF TEXAS §
 §
COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this day personally appeared ANN SELF, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same, in his official capacity as Secretary-Treasurer of FISHING TOOLS SPECIALTY, INC. for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12 day of June 2006.

[S E A L]



Lisa Proffitt
Notary Public in and for the
STATE OF TEXAS

Date: 6-12-06

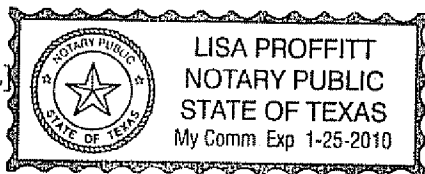
By: Wayne D. Gilliam Jr.
Name: Wayne D. Gilliam Jr.
Manager of Fishing Tools Specialty GP, L.L.C.
General Partner of Fishing Tools Specialty, L.P.

THE STATE OF TEXAS §
 §
COUNTY OF Ector §

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE D. GILLIAM JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, in his official capacity as Manager of FISHING TOOLS SPECIALTY GP, L.L.C. General Partner of FISHING TOOLS SPECIALTY, L.P. for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 12th day of June 2006.

[S E A L]



Lisa Proffitt
Notary Public in and for the
STATE OF TEXAS

ASSIGNMENT OF TRADEMARKS - Continued

EXHIBIT A
TO
TRADEMARK ASSIGNMENT

US TRADEMARK REGISTRATION:

Registration No.: 2,099,665
Registration Date: September 23, 1997
Mark:  Design)

Trademark Application

Filing Date: 12/30/2005
Serial Number: 78783136
Name: ULTRA

Common Law Trademarks Related to the ULT Product Line

ULT-C
ULT-F
ULT-FX
ULTra - FJ
ULTra - SF
ULTra - FX

Domain Name

curleysfishingtools.com