

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
Gulf States, Inc.		06/21/2006	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Testronics, Inc.		
Street Address:	6711 East Highway 332		
City:	Freeport		
State/Country:	TEXAS		
Postal Code:	77541		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2881500	TESTRONICS	
CORRESPONDENCE DATA			
Fax Number:	(303)244-1879		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3032441800		
Email:	fairless@wtklaw.com		
Correspondent Name:	Carolyn J. Fairless		
Address Line 1:	1801 California Street		
Address Line 2:	Suite 3600		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Carolyn J. Fairless		
Signature:	/cjf/		
Date:	07/12/2006		

Total Attachments: 2

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**TRADEMARK
 REEL: 003346 FRAME: 0478**

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ASSIGNMENT

WHEREAS, Gulf States, Inc., a corporation duly organized and existing under the laws of the State of Colorado, having a principal place of business at 6711 East Highway 332, Freeport, TX 77541-3016 ("Assignor"), is the owner of the trademarks and trademark registrations in the form more fully described in Exhibit A hereto (the "Property");

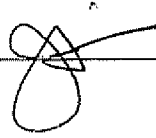
WHEREAS, Testronics, Inc. a corporation duly organized and existing under the laws of the State of Colorado, having a principal place of business at 6711 East Highway 332, Freeport, TX 77541-3016 ("Assignee"), is desirous of acquiring all of Assignor's right, title, and interest in and to the Property, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfer, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Property, in the United States of America and all foreign countries, together with the goodwill of Assignor's business in which the Property is used and symbolized by the Property, all common law rights related thereto, all rights of renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Property in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Executed as of the 21 day of June, 2006.

ASSIGNOR: GULF STATES, INC.

By: _____


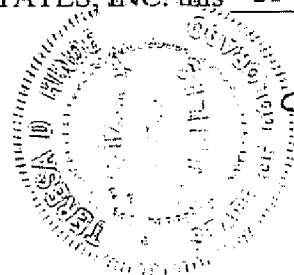
Name: J. F. Kissane as Vice President

STATE OF COLORADO)
) ss
COUNTY OF Routt)

The above instrument was acknowledged before me by J. F. Kissane as Vice President of GULF STATES, INC. this 21 day of June, 2006.

My Commission
Expires: 1/18/2010

(SEAL)



Tereza D. Hinde
Notary Public

EXHIBIT A

<u>Trademark</u>	<u>Reg. Country</u>	<u>Registration No.</u>	<u>Appl. No.</u>
TESTRONICS logo	USA	2,881,500	78/235,243
TESTRONICS word mark	USA		