

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cyclo Manufacturing Company | | 11/10/2006 | CORPORATION: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | Bell China Investments, Inc. | | |
| Street Address: | 6225 North State Highway 161 | | |
| Internal Address: | Suite 300 | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75038 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1558930 | NO-MOR FLATS | |
| Registration Number: | 1927643 | NO-MOR FLATS | |
| Registration Number: | 1559729 | NO-MORFLATS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)777-4299 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2147774260 | | |
| Email: | kvecera@krcl.com | | |
| Correspondent Name: | Patrick V. Stark | | |
| Address Line 1: | 1601 Elm Street, Suite 3700 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| ATTORNEY DOCKET NUMBER: | 44860.02 | | |
| NAME OF SUBMITTER: | Patrick V. Stark | | |

OP \$90.00 1558930

Signature:

/Patrick V. Stark/

Date:

12/14/2006

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Assignment ("Assignment") is made effective as of November 10, 2006 from Cyclo Manufacturing Company, a Colorado corporation ("Assignor"), to Bell China Investments, Inc., a Texas corporation ("Assignee"), having its principal place of business at 6225 North State Highway 161, Suite 300, Irving, Texas 75038.

WHEREAS, Assignor is the owner of the trademarks (the "Marks") as set forth on Schedule A, together with the goodwill of the business symbolized thereby in connection with the goods on which the Marks are used (the "Products").

WHEREAS, Assignee is desirous of acquiring the whole right, title and interest in and to the Marks, and the registrations for the Marks listed on Schedule A (the "Registrations").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby covenants and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor which would conflict with this Assignment.

Assignor hereby sells, assigns and transfers unto Assignee all of Assignor's right, title and interest of whatever kind in and to the Marks, together with (1) the goodwill of the business relating to the Products symbolized by the Marks and the Registrations; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; (3) all rights to sue for past, present and future infringements or misappropriations of the Marks; and (4) the Registrations.

Assignor hereby covenants that it will, at the expense of Assignee, execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks and the Registrations including, without limitation, cooperating with Assignee to effectuate the assignment and transfer of the Marks in foreign jurisdictions.

IN WITNESS WHEREOF, Assignor has duly executed under seal and delivered this Assignment, as of the day and year first written above.

CYCLO MANUFACTURING COMPANY

By: Robert C. Johnson
Name: Robert C. Johnson
Title: President

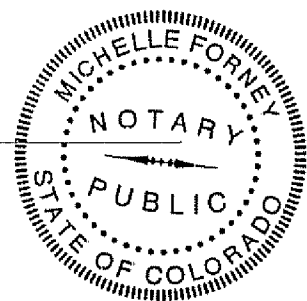
STATE OF COLORADO §
CITY AND §
COUNTY OF DENVER §

On November 14, 2006 before me, Robert C. Johnson, in his capacity as President of Cyclo Manufacturing Company, personally appeared, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity; and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

My commission expires:
May 15, 2007

Witness my hand and official seal

Michelle Forney
Signature of Notary



Schedule A

Trademarks

Active Trademarks - USPTO

| <u>Trademark</u> | <u>Status</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-------------------------|---------------|--------------------------|----------------------------|
| "No Mor Flats" | Registered | Oct. 3, 1989 | 1558930 |
| "No Mor Flats" | Registered | Oct. 17, 1995 | 1927643 |
| "No Mor Flats & Design" | Registered | Oct. 10, 1989 | 1559729 |

Active Trademark - State of New Mexico

| <u>Trademark</u> | <u>Status</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|------------------|---------------|--------------------------|----------------------------|
| "Safe T Seal" | Registered | Sept. 9, 2005 | TK 05090902 |