

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/15/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Union Industrial Gas & Supply, Inc.		04/15/2004	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	BTU Gases, LLC
Street Address:	4344 South Main
City:	Pearland
State/Country:	TEXAS
Postal Code:	77581
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2860300	HPG

**CORRESPONDENCE DATA**

Fax Number: (214)200-0558  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-651-5066  
 Email: jeff.becker@haynesboone.com  
 Correspondent Name: Jeffrey M. Becker  
 Address Line 1: 901 Main Street, Suite 3100  
 Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER:	38001.1
NAME OF SUBMITTER:	Jeffrey M. Becker
Signature:	/Jeffrey M. Becker/

CH \$40.00 2860300

Date:

06/21/2007

Total Attachments: 1

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Agreement") is made as of the 15th day of April, 2004, by and among Union Industrial Gas & Supply, Inc., a Nevada corporation having an address at 4545 Fuller Drive, Suite 336, Irving, Texas 75038 ("Seller"), and BTU Gases, LLC, a Texas limited liability company having an address at 4344 South Main, Pearland, Texas 77581 ("Purchaser").

WHEREAS, Seller and Purchaser entered into an Asset Purchase Agreement dated as of April 15, 2004 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to sell to Purchaser certain assets related to the operation of Seller's business, which assets included the trademark HPG and all applications and registrations for same including U.S. Trademark Registration No. 2,860,300 (the "Trademark"); and

WHEREAS, the assignment of the Trademark has not previously been recorded in the U.S. Patent and Trademark Office and the parties desire to do so by recording this Agreement.

NOW, THEREFORE, in consideration of the premises and of the agreements contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, and pursuant to the terms of the Asset Purchase Agreement, the parties hereto agree as follows:

1. **Assignment.** Seller hereby assigns, transfers and conveys to Purchaser as of April 15, 2004, all of its right, title and interest in and to the Trademark, in the United States and elsewhere, including the right to sue for past infringement, together with the goodwill of the business symbolized by the Trademark and all registrations and pending applications for the Trademark.

2. **Transfer of Files.** Upon the execution of this Agreement, Seller shall deliver to Purchaser all of its files concerning the Trademark, whether such files are in the possession of Seller or its attorneys or agents.

3. **Additional Rights and Obligations.** Seller and Purchaser acknowledge that this Agreement is being entered into pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement and that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Agreement shall not impair or diminish any of the rights or obligations of any of the parties to the Asset Purchase Agreement as set forth therein.

4. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective successors and assigns.

This Agreement has been executed as of the date first written above.

**UNION INDUSTRIAL GAS & SUPPLY, INC.**

**BTU GASES, LLC**

By:

Jeff Ellis, President

By:

Jeff Ellis, President

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**TRADEMARK**