

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
Daniel L. Bechtel		08/13/2002	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	B-SQUARE, INC.		
Street Address:	2708 St.Louis Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76110		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1194640	B-SQUARE	
CORRESPONDENCE DATA			
Fax Number:	(212)245-3009		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-519-5192		
Email:	skaplan@kanekessler.com		
Correspondent Name:	Susan S. Kaplan		
Address Line 1:	1350 Avenue of the Americas		
Address Line 2:	Kane Kessler, P.C.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	2198-2005		
NAME OF SUBMITTER:	Susan S. Kaplan		
Signature:	/susan s. kaplan/		
Date:	09/04/2008		

OP \$40.00 1194640

Total Attachments: 3

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TRADEMARK ASSIGNMENT

WHEREAS, Daniel L. Bechtel, an individual with offices at 2708 St. Louis Street, Fort Worth, Texas 76110, United States of America (hereinafter the "ASSIGNOR") is the owner of and has adopted, used and is using the trademark(s) set forth on the attached Schedule, registered in the United States Patent and Trademark Office or for which application(s) for registration have been filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, B-SQUARE, INC., a corporation organized and existing under the laws of the State of Texas, with an office 2708 St. Louis Street, Fort Worth, Texas 76110, United States of America (hereinafter called the "ASSIGNEE") is desirous of acquiring all right, title and interest owned by ASSIGNOR in and to the Trademarks and the registrations thereof.

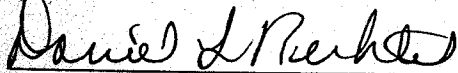
NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE, its successors and assigns, all right, title and interest in and to the Trademarks, together with the goodwill connected with the use of and symbolized by the Trademarks. ASSIGNOR transfers and assigns the ongoing and existing businesses associated with the Trademarks and the goods and services related thereto.

It is hereby covenanted that ASSIGNOR has the full right to convey the entire interest herein assigned, and the ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without delay execute and deliver all such papers as may be necessary

or desirable to perfect the title to said Trademarks in said ASSIGNEE, its successors, assigns, nominees or legal representatives, and ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominees all known facts respecting said Trademarks, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, re-issue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper trademark protection for said Trademarks in any and all countries, all at the reasonable expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has hereunto executed this instrument
this th 13 day of August, 2002.

DANIEL L. BECHTEL



Schedule A

TUBE LUBE

U.S. Trademark Reg. No. 1,732,387

B (& design)

U.S. Trademark Reg. No. 1,200,211

B-SQUARE

U.S. Trademark Reg. No. 1,194,640

INTERLOCK™

Unregistered Trademark

TEXAS TWISTER™

Unregistered Trademark