## 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
Utech, Inc.		10/08/2008	CORPORATION: TEXAS

#### **RECEIVING PARTY DATA**

Name:	BMS Cat, Inc.	
Street Address:	303 Arthur Street	
City:	Fort Worth	
State/Country:	TEXAS	
Postal Code:	76107	
Entity Type:	CORPORATION: TEXAS	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1497080	BMS CAT

## **CORRESPONDENCE DATA**

Fax Number: (817)336-2181

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 817.336.2400

Email: jmorgan@deckerjones.com

Correspondent Name: Geoffrey A. Mantooth

Address Line 1: 801 Cherry Street, Suite 2000, Unit #46

Address Line 2: Decker, Jones

Address Line 4: Fort Worth, TEXAS 76102

ATTORNEY DOCKET NUMBER:	2068.37001
NAME OF SUBMITTER:	Geoffrey A. Mantooth
Signature:	/Geoffrey A. Mantooth/
Date:	12/22/2008

900123224 TRADEMARK REEL: 003907 FRAME: 0565 Total Attachments: 1

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TRADEMARK REEL: 003907 FRAME: 0566

# TRADEMARK ASSIGNMENT

THIS Trademark Assignment is made and entered into by and between Utech, Inc., a Texas corporation (hereinafter "Assignor"), and BMS CAT, Inc., a Texas corporation (hereinafter "Assignee");

WHEREAS, Assignor is the owner of all rights, title and interest to the following trademark and federal trademark registration:

BMS CAT logo

Registration No. 1,497,080

(hereinafter "Trademark");

AND WHEREAS, Assignee is desirous of acquiring said Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of its rights, title and interest throughout the world in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and including, without limitation, all of the rights and privileges pertaining to the Trademark and any registrations, including the right to apply for and obtain trademark registrations throughout the world and the right to sue and recover damages for past, present and future infringement;

AND the Assignor hereby covenants and agrees that the Assignor will at any time upon the request and at the expense of said Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said Trademarks, including any registrations thereof.

Date

Date

By: Kobert D. Smith
Title: Treasurer

STATE OF TEXAS

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COUNTY OF TARRANT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kobert D. Smith

Treasurer

of Utech, Inc., the assignor above named and acknowledged that he executed the foregoing instrument on behalf of said assignor and pursuant to authority duly received.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the day of OCTOBER 2008.

CANDACE JOERSZ

MY CONNECSION EXPIRES

December 15, 2009

Notary Public for said County and State

TRADEMARK REEL: 003907 FRAME: 0567

**RECORDED: 12/22/2008**