

04-06-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger  Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

04/05/2001 LMUELLER 00000348 1351573

FOR OFFICE USE ONLY

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40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

William A. Petro, Jr.

Name of Person Signing

*William A. Petro, Jr.*

Signature

3-8-2001

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into this 8th day of March, 2001 ("Effective Date") by and between INFRATECH CORPORATION, a California corporation, with its principal office at 1684 Industrial Park Street, Covina, California 91722 ("Assignor"), and SEACHROME CORPORATION, a California corporation with its principal office at 939 North Vernon Avenue, Azusa, California 91702 ("Assignee");

WHEREAS, pursuant to a certain Agreement for Purchase and Sale of Assets dated as of March 8, 2001, Assignor has agreed to assign to Assignee the entire right, title and interest in and to certain trademarks including, without limitation, the trademark "INFRATECH" Trademark Registration No. 1,351,573 (7/30/85) (the "Mark"), together with the goodwill of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and applications therefor, as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for damages, and to collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

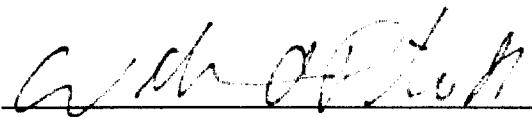
Assignor hereby represents and warrants that the Mark is free and clear of any liens and encumbrances and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) but at no

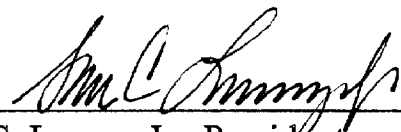
expense to Assignor: (1) in the preparation and prosecution of any application for registration or any application for renewal or extension of a registration covering any of the Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the undersigned have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 8th day of March, 2001.

INFRATECH CORPORATION

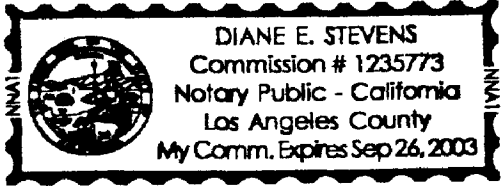
By:   
William A. Petro, President

SEACHROME CORPORATION

By:   
Sam C. Longo, Jr., President

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On March 8, 2001, before me, Diane Stevens, personally appeared William A. Petro, Jr., personally known to me/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 the entity upon behalf of which the person acted, executed the instrument.



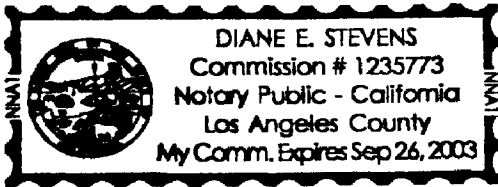
(Seal)

Witness my hand and official seal.

Diane Stevens  
Notary Public

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES )

On March 8, 2001, before me, Diane Stevens, personally appeared Sam C. Longo, Jr., personally known to me/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 the entity upon behalf of which the person acted, executed the instrument.



(Seal)

Witness my hand and official seal.

Diane Stevens  
Notary Public