

10-29-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

General Power Systems, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 3, 2002

2. Name and address of receiving party(ies)

Name: Staco Energy Products Co.

Internal 301 Gaddis Boulevard Address:

Street Address: 301 Gaddis Boulevard

City: Dayton State: OH Zip: 45403

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2107059;

2112119; 2108931

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: The Walker Law Firm

Internal Address:

Street Address: 1301 Dove Street, Suite 450

City: Newport Beach State: CA Zip: 92660

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

10/28/2002 DBYRNE 00000142 2107059

01 FC:0521 02 FC:0522

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2605 FRAME: 0938

## **ASSIGNMENT OF TRADEMARKS**

THIS AGREEMENT entered October 3, 2002 between General Power Systems, Inc., a Delaware Corporation, having its principal place of business at 17881 Cartwright Road, in the city of Irvine, state of California (hereinafter referred to as "ASSIGNOR"), and Staco Energy Products Co., a Ohio Corporation, having its principal place of business at 301 Gaddis Boulevard, in the city of Dayton, state of Ohio (hereinafter referred to as "ASSIGNEE"). ASSIGNOR is the owner of the full and exclusive right, title and interest in, to said marks listed below under United States Patent and Trademark Office.

ASSIGNOR has adopted and is using the REDDI mark registered in the United States Patent and Trademark Office, Registration No. 2107059, Registration Date 10/21/1997, and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the REDDI mark) and all goodwill of the business symbolized by and associated with the REDDI mark.

ASSIGNOR has adopted and is using the TRESTAR mark registered in the United States Patent and Trademark Office, Registration No. 2112119, Registration Date 11/11/1997, and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the TRESTAR mark) and all goodwill of the business symbolized by and associated with the TRESTAR mark.

ASSIGNOR has adopted and is using the UNISTAR mark registered in the United States Patent and Trademark Office, Registration No. 2108931, Registration Date 10/28/1997, and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the UNISTAR mark) and all goodwill of the business symbolized by and associated with the UNISTAR mark.

HEREINAFTER, the REDDI mark, the TRESTAR mark, and the UNISTAR mark shall be collectively referred to as "SAID TRADEMARKS".

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE all rights, title, and interest in and to SAID TRADEMARKS together with the goodwill of the business symbolized and associated with SAID TRADEMARKS, all common law and statutory right, title, and interest in and to SAID TRADEMARKS, all the rights of registration, maintenance, renewal and protection thereof, and all the rights of recovery and legal action for past infringements and of opposition and/or cancellation proceeding for protection of SAID TRADEMARKS.

ASSIGNOR hereby authorizes ASSIGNEE, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and copyright registration in the U.S. and in foreign countries in connection with SAID TRADEMARKS, and to secure in its own name the registrations granted thereon.

ASSIGNOR also hereby appoints ASSIGNEE to act as its agent to act in ASSIGNORS name and on ASSIGNORS behalf to take any action necessary to effect the transfer of SAID TRADEMARKS to ASSIGNEE or prosecute or otherwise enforce any claims, rights, or benefits relating to SAID TRADEMARKS.

ASSIGNOR hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all rights, title, and interest in and to SAID TRADEMARKS to the ASSIGNEE as owner of full and exclusive right, title and interest in and to SAID TRADEMARKS, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment.

ASSIGNOR hereby represents and warrants that ASSIGNOR has the full right to convey the entire right, title and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that ASSIGNOR will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

ASSIGNOR hereby covenants and agrees that ASSIGNOR will, upon request of the ASSIGNEE, communicate to the ASSIGNEE any facts known to ASSIGNOR relating to SAID TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated, and the history thereof, and at ASSIGNEE's sole cost and expense testify in any legal proceeding, execute all lawful papers, and generally do all further act which may be deemed necessary by the ASSIGNEE to obtain and enforce proper trademark protection for SAID TRADEMARKS and the goodwill of the business symbolized thereby, and with which the mark is associated in all countries.

ASSIGNOR further covenants and agrees that upon request, it will sign all papers and make all rightful oaths and do all acts which ASSIGNEE may consider necessary in connection with SAID TRADEMARKS and the assignment herein granted to ASSIGNEE.

IN TESTIMONY WHEREOF, I have executed this document on the date indicated below.

Date: 10-3-02

General Power Systems, Inc.

(By) William Powell

(Name) William Powell

(Title) Vice President

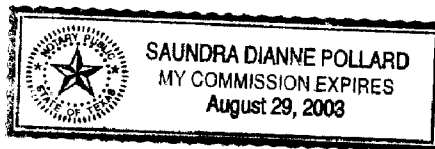
STATE OF Texas

COUNTY OF Dallas

On October 3, 2002 before me Sandra Dianne Pollard, personally appeared, William Powell personally known to me (or 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/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Sandra Dianne Pollard  
SIGNATURE





ALLAN GRANT  
ATTORNEY AT LAW

Joseph A. Walker  
Karyn S. Neue  
Mary G. Finlay  
Allan H. Grant\*  
\*Registered Patent Attorney

OF COUNSEL  
David T. Sanford

October 7, 2002

2396.2A

Box Assignment - Fee  
Commissioner for Trademarks  
2900 Crystal Drive, Suite 3B-30  
Arlington, Virginia 22202-3513

**RE: RECORDING A TRADEMARKS ASSIGNMENT AGREEMENT**  
**Mark: Reddi, Reg. No.: 2107059, Reg. Date: 10/21/1997**  
**Mark: UniStar, Reg. No.: 2108931, Reg. Date: 10/28/1997**  
**Mark: Trestar, Reg. No.: 2112119, Reg. Date: 11/11/1997**

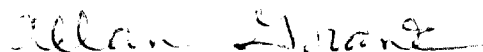
Dear Sir or Madam:

Enclosed herewith associated with the above referenced application, please find the following:

1. Trademarks Assignment Agreement;
2. Check No. 150309 for \$85.00 for the Recording Trademark Assignment fee;
3. Check No. 7532 for \$5.00 for the additional amount of the Recording Trademark Assignment fee;
4. Recordation Form Cover sheet; and
5. Return receipt postcard.

Should you have any questions or if any of the above items are missing please contact me. Thank you.

Respectfully submitted,  
THE WALKER LAW FIRM  
A Professional Corporation



Allan H. Grant  
Attorney at Law  
USPTO Reg. No.: 48,851

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**CERTIFICATE OF MAILING (37 C.F.R. § 1.8a)**

I hereby certify that I have reasonable basis to expect and believe that this paper (along with any referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date shown below with sufficient postage as First Class Mail in an envelope addressed to Box ITU, FEE, Commissioner for Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Allan H. Grant