

U.S. DEPARTMENT OF COMMERCE  
RECORDATION FORM COVER SHEET Patent and Trademark  
TRADEMARKS ONLY

10-24-2003



102582861

To the Honorable Commissioner of Patents and Trademarks

ment or copy thereof.

1. Name of Party(ies) conveying an interest:

(ies) receiving an interest:

Powerfit L.L.C.  
7107 South Yale, #347  
Tulsa, Oklahoma 74136

StretchRite, Inc.  
7107 South Yale, #347  
Tulsa, Oklahoma 74136

- Individual(s)
- General Partnership
- Corporation -
- Other - Oklahoma limited liability company
- Association
- Limited Partnership

- Individual
- General Partnership
- Corporation- Oklahoma
- Other -
- Citizenship
- Association
- Limited Partnership -

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other
- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: August 15, 2003

4. Application number(s) or registration number(s). Additional sheet attached?

Yes  X No

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,285,365

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

Name: Thomas R. Felger, Esq.  
Baker Botts L.L.P.  
Street Address: 2001 Ross Avenue, Suite 600  
City: Dallas  
State: Texas Zip: 75201-2980  
10/23/2003 DBYRNE 00000078 2285365

6. Number of applications and registrations involved: One (1)

7. Amount of fee enclosed or authorized to be charged: \$40 Enclosed

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):  
50-2147



01 FC: 6521 40.00 DP

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U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

9. 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.

B. K. Drinkwater  
Name of Person Signing

Signature

Date

10-1-2003

Total number of pages including cover sheet

5

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

Commissioner of Patent and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

## TRADEMARK ASSIGNMENT

WHEREAS, this Trademark Assignment is made as of this 15<sup>th</sup> day of August, 2003, by Powerfit L.L.C., an Oklahoma limited liability company ("Assignor"), having its principal place of business at 7107 South Yale, #247, Tulsa, Oklahoma 74136, in favor of StretchRite, Inc., an Oklahoma corporation ("Assignee"), having its principal place of business at 7107 South Yale, #247, Tulsa, Oklahoma 74136. Assignor is the owner of those marks now registered in the United States Patent and Trademark Office as more particularly described on Exhibit A, attached hereto and incorporated for all purposes by reference (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with that part of the good will of Assignor's business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

Assignor covenants that it has full right to make this assignment, and agrees that it will do everything possible to aid Assignee, its successors and assigns to defend and enforce the Marks. Assignor further warrants and represents that Assignor has full and unencumbered legal and equitable title to the Marks and will provide Assignee with instruments, papers and evidence to support any of the foregoing to the extent such evidence is in the possession or control of Assignor.

*[Remainder of Page Intentionally Blank]*

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed as of the date first written above.

**ASSIGNOR:**

**POWERFIT, L.L.C.,**  
an Oklahoma limited liability company

By: Scott Powers  
Name: Scott Powers  
Its: President

**ASSIGNEE:**

**STRETCHRITE, INC.,**  
a Oklahoma corporation

By: Scott Powers  
Scott Powers, *Vice President*

STATE OF Oklahoma §  
                                                          §  
COUNTY OF Sevier §

BEFORE ME, the undersigned authority, on this 15 day of August, 2003, personally appeared Scott Powers, the President of PowerFit, L.L.C., an Oklahoma limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and the consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 15 day of August, 2003.

Patricia Ann Garrett  
Notary Public, State of Oklahoma

My commission expires:  
4-29-05

STATE OF Oklahoma §  
                                                          §  
COUNTY OF Sevier §

BEFORE ME, the undersigned authority, on this 15 day of August, 2003, personally appeared Scott Powers, the President of StretchRite, Inc., an Oklahoma corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and the consideration therein expressed, in the capacity therein stated.

Given under my hand and seal of office this 15 day of August, 2003.

Patricia Ann Garrett  
Notary Public, State of Oklahoma

My commission expires:  
4-29-05

**EXHIBIT A  
TO  
TRADEMARK ASSIGNMENT**

<u>Name</u>	<u>Registration #</u>	<u>Date</u>
Stretch Rite & Design	2,285,365	October 12, 1999

3