

08-23-2004



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Form PTO-159
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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):
SMC MARKETING CORP.

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

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

3. Nature of Conveyance:

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

Execution Date: February 25, 2004

2. Name and address of receiving party(ies):

Name: Shell Electric Mfg. (Holdings) Co., Ltd.

Internal Address: N/A

Street Address:

1/F Shell Industrial Building
12 Lee Chung Street

City: Chaiwan, Hong Kong

Country CHINA Zip: N/A

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation-State: TEXAS

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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):

1,292,109 1,295,956 1,295,955

Additional numbers attached?

Yes No

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

Name: Robert Berliner, Esq.
FULBRIGHT & JAWORSKI L.L.P.

Internal Address: Atty. Dkt.: 3408-114, 106, 104

Street Address: 865 South Figueroa Street, 29th Floor

City: Los Angeles State: CA Zip: 90017

6. Total Number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

Enclosed

Authorized to be charged to Deposit Account

Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: 50-0337

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Robert Berliner
Name of Person Signing

March 3, 2004
Date

Total number of pages including cover sheet, attachments, and document: 5



ASSIGNMENT
(U.S. and Foreign Trademarks)

WHEREAS, SMC MARKETING CORP., a corporation organized under and pursuant to the laws of Texas having a place of business at 8206 Halford Street, San Gabriel, CA 91775 (hereinafter referred to as Assignor), is the owner of the Marks set forth in *SCHEDULE A* hereof which they have used in various countries throughout the world including the United States; and

WHEREAS, Shell Electric Mfg. (Holdings) Co., Ltd., a Hong Kong, China, corporation having a place of business at 1/F Shell Industrial Building, 12 Lee Chung Street, Chaiwan, Hong Kong (hereinafter referred to as Assignee), desires to acquire the Marks and the goodwill of the business associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign and transfer to the Assignee the entire right, title, and interest in and to the registrations for said Marks and all of its right, title, and interest to said Marks not presently registered set forth in *SCHEDULE A* hereof, together with the goodwill of the business symbolized by the Marks and the registrations thereof, and all other rights which Assignor has enjoyed thereunder both in the United States and throughout all countries of the world, including any and all rights of recovery based on past infringement of said Marks and/or registrations, the same to be held and enjoyed by the Assignee, its successors, and assigns forever and to the full end of the terms for which any of the aforesaid Marks are registered and any renewals of the terms thereof;

AND FOR THE SAME CONSIDERATION, the Assignor also hereby covenants and agrees that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the said registrations and applications and believes it is the sole and lawful owner of the entire right, title, and interest to said Marks and said goodwill associated therewith and that the same are unencumbered and that

the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND FOR THE SAME CONSIDERATION, the Assignor hereby covenants and agrees that the Assignor will, whenever counsel of the Assignee or the counsel of its successors, legal representatives, and assigns shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts reasonably necessary or desirable to be done for the procurement, maintenance, enforcement, and defense of said Marks and registrations thereof without charge to the Assignee, its successors, legal representatives, and assigns, other than reasonable costs and expenses incurred by the Assignor or any of its employees, agents, and representatives in connection with the foregoing actions.

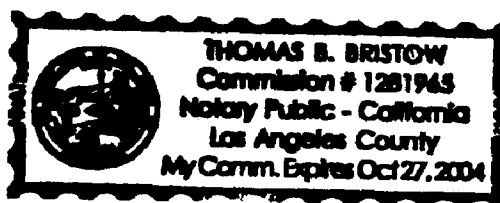
Grace Yung Chew
Grace Yung Chew, Senior Vice President

State of California)
) ss.
County of Los Angeles)

On February 25, 2004, before me, Thomas B. Bristow, Notary Public personally appeared Grace Yung Chew personally known to me proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Thomas B. Bristow



SCHEDULE A

REGISTRATIONS, APPLICATIONS, AND COMMON LAW MARKS

MARKS:

HANG SURE	Registration No. 1,292,109	Registered August 28, 1984
LAGUNA	Registration No. 1,295,956	Registered September 18, 1984
OLD VIC	Registration No. 1,295,955	Registered September 18, 1984