

ALM 2/22/00

04-03-2000



Attorney Docket No. 15367-000200US

FORM PTO-1594
1-31-92

RECO

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U.S. DEPARTMENT OF COMMERCE
Patents and Trademark Office

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

<p>1. Name of conveying party(ies):</p> <p>Pengo Industries, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State: Texas</p> <p><input type="checkbox"/> Other</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Pengo Corporation</p> <p>Internal Address:</p> <p>Street Address: 710 Zwissig Way</p> <p>City: Union City State: CA ZIP: 94587</p> <p><input type="checkbox"/> Individual(s) citizenship</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State: Texas</p> <p><input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designation must be a separate document from Assignment)</p> <p>Additional names and addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other:

Execution Date: 2/14/00

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s):

B. Trademark Registration No(s): 1,820,996

Additional numbers attached? Yes No

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

Name: John A. Hughes
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
(415) 576-0200

03/31/2000 DMGUYEM 00000057 201430 1820996

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6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed Charge Fees to Deposit Account

Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

<p>John A. Hughes Name of Person Signing</p>	<p>Signature </p>	<p>February 15, 2000 Date</p>
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Total number of pages including cover sheet, attachments and document: 2

10. Change Correspondence Address to that of Part 5? Yes No

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

TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature herein below, but shall be effective as of February 14, 2000. The assignment made by this instrument is from Pengo Industries, Inc., a Texas corporation whose principal place of business is 710 Zwissig Way, Union City, California 94587 (hereinafter "Assignor"), to Pengo Corporation, a Texas Corporation whose principal place of business is 710 Zwissig Way, Union City, California 94587 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the mark **RIBD-RUBR-LOK®** (including tradeMark, service Mark, collective tradeMark, collective service Mark, collective membership Mark, certification Mark, trade names, assumed names, slogans, logos and trade dress, if any - collectively, "the Mark"), and United States applications and registrations therefor, including but not limited to United States Reg. No. 1,820,996; and

WHEREAS, Assignor warrants that it owns all rights, title and interest of every kind, nature or description in and to the Mark, all rights therein, including any and all past, present and future registrations and applications therefor, all rights of renewal thereof, all rights to royalties for the licensing thereof, all claims for infringement thereof, and all goodwill pertaining thereto (hereinafter "All Rights in the Mark"); and,

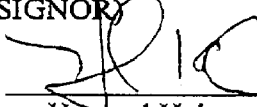
WHEREAS, Assignor desires to assign to Assignee All Rights in the Mark (as defined herein above);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to Assignee All Rights in the Mark (as defined herein above), *nunc pro tunc*. This assignment of all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to execute all documents necessary to effectuate and maintain registrations pertaining to the Mark, now and in the future.

The undersigned officer of Assignor represents that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understand, and agrees to the terms of this Assignment.

Pengo Industries, Inc.
(ASSIGNOR)

By: 
Howard Hokos
Controller & Vice President

Dated: 2/14, 2000

Mail documents to be recorded with required cover to:

Asst. Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

SF 1068005 v1

RECORDED: 02/22/2000

**TRADEMARK
REEL: 002042 FRAME: 0311**