Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stevens International, Inc.		02/18/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Stevens Technology, LLC		
Street Address:	5700 East Belknap Street		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76117		
Entity Type:	Limited Liability Company: TEXAS		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	761277	HAMILTON TOOL
Registration Number:	842376	MULTI-SIZE
Registration Number:	1438969	STEVENS
Registration Number:	1536085	WIDE-TRAC

CORRESPONDENCE DATA

Fax Number: (214)200-0558

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-651-5066

Email: beckerjm@haynesboone.com

Correspondent Name: Jeffrey M. Becker

Address Line 1: 901 Main Street, Suite 3100 Address Line 4: Dallas, TEXAS 75202-3789

ATTORNEY DOCKET NUMBER: 34528.2

NAME OF SUBMITTER: Jeffrey M. Becker

Total Attachments: 2

900002670

TRADEMARK **REEL: 002736 FRAME: 0450**

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> TRADEMARK REEL: 002736 FRAME: 0451

ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS

This ASSIGNMENT OF TRADEMARK REGISTRATIONS AND APPLICATIONS, dated February 18, 2003, is between STEVENS INTERNATIONAL, INC., a Delaware corporation (the "Seller"), and STEVENS TECHNOLOGY, LLC, a Texas limited liability company (the "Purchaser").

WHEREAS, the Seller and the Purchaser entered into that certain Asset Purchase Agreement, dated December 16, 2002 (the "Asset Purchase Agreement"), pursuant to which the Seller agreed to sell to the Purchaser, among other things, all trademarks, trademark registrations and applications therefor owned and held by the Seller; and

WHEREAS, the Seller is executing this Assignment of Trademark Registrations and Applications to the Purchaser for the purpose of transferring, selling and conveying to the Purchaser said trademark registrations and applications;

NOW, THEREFORE, in consideration for the payment by the Purchaser of the consideration provided in the Asset Purchase Agreement, the receipt of which is hereby acknowledged, the Seller does hereby assign unto the Purchaser all the Seller's right, title and interest in and to the trademark registrations, the trademark applications and any registrations issuing on such applications, listed on Schedule A hereto, together with the goodwill of the business symbolized by the trademarks covered by said registrations and applications and all causes of action and the right to sue and recover for past, present and future infringements of said trademarks.

IN WITNESS WHEREOF, the Seller has caused this Assignment of Trademark Registrations and Applications to be executed on the date first above written.

Address:

5700 East Belknap St.

Fort Worth, Texas 76117

STEVENS INTERNATIONAL, INC.,

as Seller

Ву

Richard I. Stevens

President

Address:

5700 East Belknap St.

Fort Worth, Texas 76117

STEVENS TECHNOLOGY, LLC.,

as Purchasei

By ___

Paul I. Stevens

Managing Member

Signed before me on this 18th day of February, 2003

lotary Public in and for

the State of Texas

LYNDA M. CALLOWAY
Notary Public
STATE OF TEXAS
My Comin. Exp. 08/28/2005

TRADEMARK

REEL: 002736 FRAME: 0452

SCHEDULE A

U.S. TRADEMARKS

<u>Trademark</u>	Registration Number	Registration Date	Application Serial No.	Filing <u>Da</u> te
Multi-Size	842,376	1/16/68 1/16/88 (renewal)	259,588	11/28/66
Stevens	1,438,969	5/12/87	610,388	7/21/86
Wide-Trac	1,536,085	4/25/89	709,995	2/08/88
Hamilton Tool	761,277	12/10/63 12/10/83 (renewal)	130,068	10/17/61

RECORDED: 10/27/2003