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03-09-2000

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

02-09-2000



U.S. Patent & TMOs/TM Mail Rpt Dt. #34

Commissioner of Patents and Trademarks

attached original documents or copy

101285626

thereof.

1. Name of conveying party(ies): Earsley Capital Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State - Nevada
- 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: January 24, 2000

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

Name: Gary Products Group, Inc.

Internal Address: _____

Street Address: 2601 S.E. Loop 289

City: Lubbock State: TX ZIP 79404

- 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

(Designation 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)

See Attached Schedule of Trademarks

Additional numbers attached? Yes No

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

Name: Susan D. Berney-Key, Esq., Cooley Godward LLP

Internal Address: 5 Palo Alto Square

Street Address: 3000 El Camino Real

City: Palo Alto State: CA ZIP 94306-2155

6. Total number of applications and registration involved: 19

7. Total fee (37 CFR 3.41):.....
\$ 490.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

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

03/09/2000 DCOMTES 00000040 1345408

01 FE:401 40.00 UP
02 FE:402 430.00 GP

DO NOT USE THIS SPACE

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.

Susan D. Berney-Key 2/9/00
Susan D. Berney-Key Date

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

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

FEB 16 2000

SCHEDULE OF TRADEMARKS

Trademark	Serial / Reg. No.
LITES-UP	1,545,408
GPG	1,593,060
LU LOGO	1,819,945
SNO-BALL	1,869,452
LITE N' UP	1,912,429
VINTAGE VINEYARDS	1,975,335
TROPICAL TREASURES	1,977,229
SENSATIONAL CELESTIALS	1,980,112
FABULOUS FROGS	1,981,541
HIGH STREET	2,022,454
FEED ME FRANKIE	2,031,245
PIG OUT PUMPKIN	2,039,518
GOBBLIN' GHOSTY	2,045,073
ALL-IN-ONE	2,048,246
FRITE N' UP	2,067,715
EVERGREEN	2,107,534
FOLD N' GO	2,114,644
PIVOT POINT	2,201,788
E-Z SNAP	2,235,998

TRADEMARK ASSIGNMENT

WHEREAS, Earsley Capital Corporation, a corporation of the State of Nevada, having a business address of 616 East Slaton Road, Lubbock, Texas 79404, (hereinafter referred to as "Assignor") owns the entire right, title and interest in and to the U.S. and foreign trademarks, trademark applications and trademark registrations (hereinafter collectively referred to as "Trademarks") listed on the attached Schedule A; and

WHEREAS, Gary Products Group, Inc., a corporation of the State of Texas, having offices at 2601 S.E. Loop 289, Lubbock, Texas 79404 (hereinafter referred to as "Assignee"), desires to acquire the entire right, title and interest in and to the said Trademarks as successor to the business of Assignor which business is ongoing and existing;

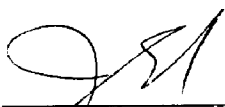
NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said Trademarks which may be granted therefor throughout the world, and renewals thereof, including without limitation all common law rights throughout the world; together with all goodwill associated therewith and all claims, causes of action and damages recoverable for past infringement, if any, of said Trademarks (subject to offsets for legal fees and expenses incurred by Assignor prior to the date of this assignment), and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all registrations of Trademarks, insofar as Assignor's interest is concerned, to the said Assignee of Assignor's entire right, title and interest.

Assignor also hereby sells and assigns to said Assignee, its successors, assigns and legal representatives the right to file applications and obtain trademarks in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said marks and all rights to register said marks in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

Assignor hereby further agrees that Assignor will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to Assignor respecting any changes in use, and, at the expense of said Assignee, will testify in any legal proceedings, sign all lawful papers, execute all renewal applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives in obtaining and enforcing proper protection for said marks in such countries as Assignee may elect.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective
January 24, 2000.

EARSLEY CAPITAL CORPORATION

By:  _____

Title: PRESIDENT _____

SCHEDULE A
(Trademarks Assigned by Earsley Capital Corporation)

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO./REG. NO.</u>
GPG	CANADA	386,157
LITES-UP	U.S.	1,545,408
GPG	U.S.	1,593,060
LU LOGO	U.S.	1,819,945
SNO-BALL	U.S.	1,869,452
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