



05-24-2000

Docket No.:

13179

05-08-2000



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

101366903

To the Commissioner of Patent

attached original documents or copy thereof.

1. Name of conveying party(ies):

Bellwether Acquisition Limited Partnership

*MPO
S. S. W*

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: April 28, 2000

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

Name: SecondWind Products Incorporated

Internal Address: P.O. Box 2300

Street Address: 4301 SecondWind Way

City: Paso Robles State: CA ZIP: 93447

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,456,633

Additional numbers Yes No

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

Name: Jeffrey G. Sheldon, Esq.

Internal Address: SHELDON & MAK

Street Address: 225 South Lake Avenue, 9th Floor

City: Pasadena State: CA ZIP: 91101

6. Total number of applications and registrations involved:.....

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2090

DO NOT USE THIS SPACE

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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.

Jeffrey G Sheldon

Name of Person Signing

Jeffrey Sheldon

Signature

May 3, 2000

Date

2

Total number of pages including cover sheet, attachments, and

TRADEMARK ASSIGNMENT

Recitals

A. Bellwether Acquisition Limited Partnership ("Bellwether"), a North Carolina limited partnership and successor and assignee of Bellwether, Inc., a California corporation, which previously had a business address at 1161 Mission Street, San Francisco, California 94103, and is now located at 5750 Hollis Street, Everyville, California 94008, has adopted, used, and is using the mark "DRYMAX" and is the owner of U.S. Trademark Registration, 1,456,633, issued on September 8, 1987, for said mark.

B. SecondWind Products Incorporated, doing business as Secondwind Company ("SecondWind"), a California Corporation, with offices at 4301 SecondWind Way, P.O. Box 2300, Paso Robles, California 93447-2300, is desirous of acquiring the mark and registration.

C. Bellwether represents that it has used the mark for goods specified in the registration at least as recently as 1998 and has not abandoned the mark and has never intended to abandon the mark.

Assignment

For good and valuable consideration, receipt of which is hereby acknowledged:

1. Bellwether Acquisition Limited Partnership hereby assigns to SecondWind Products Incorporated all rights, title and interest throughout the world in and to the mark, "DRYMAX," together with the right to sue for past infringement and dilution, the goodwill of the business symbolized by the mark, and Registration No. 1,456,633.

2. Bellwether will cooperate with SecondWind in defending and enforcing the mark and registration, with SecondWind to pay all reasonable out-of-pocket expenses.

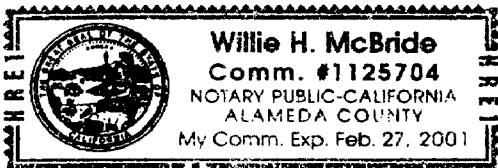
BELLWETHER ACQUISITION LIMITED PARTNERSHIP
By: Bellwether GP Inc., its General Partner

4/28/00
Date

By: [Signature]
Jeffrey Kohr, President

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On APRIL 28, 2000, 2000, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Jeffrey Kohr, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature [Signature]