

09-14-2000



101456117

Tab settings

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

1. Name of conveying party(ies):

MWCA, Inc.  
Rexburg, Idaho

*MWD  
8-11-00*

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

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

3. Nature of conveyance:

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

Execution Date: 8/3/2000, effective as of 3/16/2000.

Name: Mountain West, L.L.C.

Internal Address:

Street Address: 4212 South Highway 191

City: Rexburg State: ID ZIP: 83440

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Idaho

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 numbers(s):

A. Trademark Application No.(s)

See Schedule  
"A".

B. Trademark Registration No.(s)

See Schedule  
"A".

Additional numbers attached?  Yes  No

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

Name: Jan N. Steiert, Esq.

Internal Address:

Holme Roberts & Owen LLP

Suite 4100

Street Address: 1700 Lincoln Street

City: Denver State: CO ZIP: 80203

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

5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

08-2665

09/13/2000 MTHAI1 00000434 75310472

DO NOT USE THIS SPACE

01 FC:481 40.00 DP  
02 FC:482 100.00 DP

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.

Jan N. Steiert

Name of Person Signing

*Jan N. Steiert*

Signature

August 8, 2000

Date

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

7

SCHEDULE A

**U.S. Trademark Registrations/Applications**

Registration / Application No.

Mark

Registration No. 2,029,526

YARDCARE

Registration No. 2,212,441

MOUNTAIN MAGIC

Application No. 75/310,472

NATURE'S MAGIC

Registration No. 1,246,540

SOIL PEP & Design

Application No. 75/513,280

LAVASCAPE

**SCHEDULE A**

Docket No.:  
42161-00010

**U.S. Trademark Registrations/Applications**

**Continuation of Box 4A,**

**Mark**

**Trademark Application Nos.**

Application No. 75/310,472

NATURE'S MAGIC

Application No. 75/513,280

LAVASCAPE

**Continuation of Box 4B,**

**Trademark Registration Nos.**

Registration No. 1,246,540

SOIL PEP & Design  
(illustration of a sign with the words  
"SOIL PEP" imprinted on it.)

Registration No. 2,029,526

YARDCARE

Registration No. 2,212,441

MOUNTAIN MAGIC

## TRADEMARK ASSIGNMENT

This is an Assignment by MWCA, Inc. ("Assignor"), an Idaho corporation, having a business address of 1212 South Highway 191, Rexburg, ID 83440, to Mountain West, L.L.C. ("Assignee"), an Idaho limited liability company, having a business address of 4212 South Highway 191, Rexburg, ID 83440, effective March 16, 2000 (the "Effective Date").

### Recitals

A. Assignor has used and/or is otherwise the owner of rights in the name(s)/trademark(s)/service mark(s) identified in Schedule A hereto (collectively the "Marks"), including ownership of all right, title and interest in and to the registration application(s) and registration(s) for the Marks, as listed in Schedule A (collectively "Applications/Registrations").

B. Assignee desires to acquire and Assignor is willing and able to assign all of Assignor's right, title and interest in and relating to the Marks and any other marks similar thereto, together with all business goodwill associated therewith, all right, title and interest in and to all Applications/Registrations, and to the entire ongoing and existing business of Assignor to which the marks pertain.

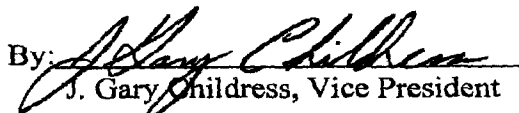
### Assignment

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign and transfer to Assignee, its successors, legal representatives and assigns, as of the Effective Date, all of said right, title and interest in and to the Marks, together with all business goodwill associated therewith, all right, title and interest to all Applications/Registrations for the Marks. Assignor warrants that no assignment, license or encumbrance has been made with respect to the Marks or Applications/Registrations to any third party, and that Assignor is under no obligation to make any assignment, license or encumbrance with respect to the Marks or Applications/Registrations to any third party. Assignor further agrees to cooperate with the Assignee in the sustaining of any and all of said Applications/Registrations and in confirming the Assignee's exclusive ownership of the corresponding Marks.

EXECUTED on the date set forth below to be effective for all purposes as of the Effective Date.

MWCA, INC.

Date: August 3, 2000

By:   
J. Gary Childress, Vice President

