

**AIRRIGATION ENGINEERING TO DOUGLAS PRODUCTS AND PACKAGING
ASSIGNMENT OF TRADEMARK AND GOODWILL**

On the 29th day of September, 2000,

Airrigation Engineering Company, Inc., a California corporation, having its principal place of business at 45 Cabot Avenue, Suite 121, Santa Clara, California 95051 ("Airrigation Engineering"), and

Douglas Products and Packaging Company, a Missouri corporation, having its principal place of business at 155 East Old 210 Highway , Liberty, Missouri 64068 ("DPPC"),

herein collectively referred to as the "Parties," entered into this Airrigation Engineering to Douglas Products and Packaging Assignment of Trademark and Goodwill ("Agreement"), and state as follows:

Airrigation Engineering is the owner of the trademarks VAPOROOTER and SANAFoAM for various products in the United States, and is also the owner of the following United States trademark registrations (collectively referred to as the "Airrigation Engineering Trademark Property"):

<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date</i>
SANAFoAM	989,964	August 6, 1974
VAPOROOTER	868,321	April 22, 1969

DPPC is desirous of acquiring from Airrigation Engineering and Airrigation Engineering is desirous of assigning to DPPC the Airrigation Engineering Trademark Property.

THEREFORE, for good and valuable consideration as identified in the Product Sale Agreement No. 12212541.5 entered into between the Parties, and receipt of which is hereby acknowledged by Airrigation Engineering, Airrigation Engineering hereby assigns to DPPC all right, title and interest in and to the marks VAPOROOTER and SANAFoAM, the goodwill of the business symbolized by said trademarks, the Airrigation Engineering Trademark Property, and all claims, demands and causes of action for the past infringement of any or all of said trademarks or Airrigation Engineering Trademark Property or for unfair competition in business in connection therewith wheresoever or by whomsoever committed, the same to be held and enjoyed by DPPC, and DPPC's

subsidiaries, affiliates, successors and assigns, as fully and entirely as the same would or could have been held and enjoyed by A Irrigation Engineering had this Agreement not been made.

A IRRIGATION ENGINEERING COMPANY, INC.

Date: Sept. 29, 2000

By: *Barbara H. Tiernan*
Name: Barbara H. Tiernan
Title: President

State of California)
) SS:
County of Santa Clara)

On this 29th day of September, 2000, personally appeared before me Barbara H. Tiernan to me known and known to me to be the President of A Irrigation Engineering Company, Inc., and acknowledged that she executed the foregoing A Irrigation Engineering to Douglas Products and Packaging Assignment of Trademark and Goodwill on behalf of A Irrigation Engineering Company, Inc. and pursuant to authority duly received.

Sharon Lue
Notary Public

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September 27, 2000 - 04:46PM

