

06-04-2001

FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

5-30-01

Shaping Memories L.L.C.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Missouri Limited Liability Company

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

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

Name: Alterra Holdings Corporation

Internal Address: _____

Street Address: 14200 SW 72nd Avenue

City: Portland State: OR ZIP: 97281

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Delaware
- Other _____

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) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,346,110
2,322,574

Additional numbers attached? Yes No

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

Name: Michael D. Rechten

Internal Address: Foley & Lardner

Street Address: One IBM Plaza, Suite 3300

330 North Wabash Avenue

City: Chicago State: IL ZIP: 60611-3608

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1450

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

DO NOT USE THIS SPACE

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.

Michael D. Rechten

Name/Reg. No. 30,128

Michael D. Rechten
Signature

May 24, 2001
Date

Total number of pages including cover sheet, attachments, and document: 4

**TRADEMARK
REEL: 2307 FRAME: 0586**

TRADE RIGHTS ASSIGNMENT

THIS ASSIGNMENT ("Assignment") dated April 5, 2001 ("Effective Date") is made by **SHAPING MEMORIES, L.L.C.**, a Missouri limited liability company located at P.O. Box 39, Washington, Missouri 63090, USA (hereinafter, "ASSIGNOR"), to **ALTERRA HOLDINGS CORPORATION**, a Delaware corporation (hereinafter, "ASSIGNEE"). This Assignment will be executed in conjunction with a separate exclusive license agreement between the same parties regarding all rights associated with U.S. Patent 6,052,909.

RECITALS

A. ASSIGNOR is the current owner of the trade rights listed on Exhibit A ("Trade Rights"); and

B. ASSIGNEE wishes to acquire the Trade Rights together with the goodwill of the business in connection with which the Trade Rights are used;

NOW, THEREFORE, for good and valuable consideration paid by the ASSIGNEE, the receipt and sufficiency of which ASSIGNOR hereby acknowledges, ASSIGNOR hereby agrees to and does sell, assign and transfer to ASSIGNEE its entire right, title and interest in and to the Trade Rights, which includes any related common law rights not specifically listed in Exhibit A, together with the goodwill of the business to which the Trade Rights pertain, as well as all rights of enforcement and recovery for past infringement. ASSIGNOR further agrees to take all reasonable and necessary steps to implement the provisions of this Assignment.

ASSIGNOR represents and warrants that: it owns and will transfer to ASSIGNEE hereunder all right, title and interest in and to the Trade Rights together with the goodwill of the business to which the Trade Rights pertain free and clear of all liens, claims or encumbrances; ASSIGNOR has the full right and power to assign the Trade Rights together with the goodwill of the business to which the Trade Rights pertain; there are no outstanding agreements, assignments, or encumbrances inconsistent with the provisions of this Assignment; and no claim has been made asserting a conflict with the rights of others with regard to the Trade Rights together with the goodwill of the business to which the Trade Rights pertain.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed the date and year first above written.

SHAPING MEMORIES, L.L.C.
ASSIGNOR

By: Greg A. Curran
(Signature)

Title: Member

Date: April 5, 2001

State of Missouri)
) SS.
County of St. Louis)

On this 2nd day of April, 2001, before me, a notary public in and for said county, appeared he/she who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and has acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

Rita C. Stewart
Notary Public
My Commission Expires: 3/5/02

