

08-16-2001

Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

534178-00001 ▼

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

1. Name of conveying party(ies):

The Ashland Partnership, Ltd. *08/13/01*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Oregon
- 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: June 13, 2001

2. Name and address of receiving party(ies)

Name: MiracleCorp of Australia

Internal

Address: _____

Street Address: 7542 McEwen Road

City: Centerville State: OH Zip: 45459

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

75/185,229

B. Trademark Registration No.(s)

2,310,787

Additional number(s) attached Yes No

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

Name: Mark P. Levy

Internal Address: Thompson Hine LLP

Street Address: 2000 Courthouse Plaza, N.E.

10 West Second Street

City: Dayton State: OH Zip: 45402

6. Total number of applications and registrations involved: _____

13

7. Total fee (37 CFR 3.41).....\$ 340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0809

(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.

Mark P. Levy, Reg. No. 27,922

Name of Person Signing


Signature

8-9-01
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 Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/15/2001 DBYRNE 00000161 75185229

02 FC:MM

40.00 OP
300.00 OP

TRADEMARK
REEL: 002349 FRAME: 0006

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

A. Trademark Application No.(s)	74/691,019
	74/511,871
	74/327,307

B. Trademark Registration No.(s)	2,274,046
	2,283,827
	2,043,859
	1,838,452
	1,725,764
	1,723,851
	1,693,091
	1,585,727

TRADEMARK ASSIGNMENT

WHEREAS, **The Ashland Partnership, Ltd.**, an Oregon corporation, doing business as **White Horse Trading Co.**, having a principal place of business at Suite 305 Oak Street #305, Ashland, Oregon 97520 (hereafter "Assignor"), owns and has adopted various trademarks including those listed in Exhibit A hereto;

WHEREAS, **MiracleCorp of Australia**, a corporation of the State of Ohio, having its principal place of business at 7542 McEwen Road, Centerville, Ohio 45459 (hereafter "Assignee"), is desirous of acquiring all right, title and interest to all of said trademarks, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed in Exhibit A hereto, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and delivery without further compensation any papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the trademarks and any rights therein, in the United States and in any country foreign thereto.

(Signature on next page)

IN WITNESS WHEREOF, the Ashland Partnership, Ltd., by its duly authorized officer, does hereby set its hand and seal as of this 13th day of June, 2001.

THE ASHLAND PARTNERSHIP, LTD.

By: [Signature]

Name: WILLIAM E. BARTLETT

Title: PRES.

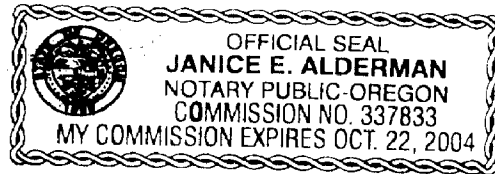
State of Oregon)
))
County of Jackson)

ss:

Before me, a notary public for the above county and state, personally appeared William E. Bartlett, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his free act and deed.

[Signature]
Notary Public June 13, 2001

192498.1



ASSIGNMENT OF TRADEMARKS

EXHIBIT A

REGISTERED TRADEMARKS-ACTIVE

<u>Country</u>	<u>Mark</u>	<u>Reg. No./Serial No.</u>
United States	WHITE HORSE TRADING CO	2,310,787
United States	MANEMASTER	2,274,046
United States	EQUIDAE SPORT HORSE JOURNAL	2,283,827
United States	GROOMA	2,043,859
United States	NICKERSNAX	1,838,452

REGISTERED/PRIOR PENDING TRADEMARKS- INACTIVE

<u>Country</u>	<u>Mark</u>	<u>Reg. No./Serial No.</u>
United States	MANEMASTER	75/185,229
United States	SNAPPASTRAP	74/691,019
United States	WHITE HORSE	74,511,871
United States	YUMMERS	74/327307
United States	BROADSTROKE	1,725,764
United States	LOOPA	1,723,851
United States	SOF-TOUCH	1,693,091
United States	GROOMA	1,585,727

COMMON LAW TRADEMARKS/TRADENAMES

AIRIDER
EASY WORMER
SIERRA