

ORIGINAL

08-07-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



102169655

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

1. Name of conveying party(ies): Michael A. Grassmueck, Inc. Association 8/1/02 Corporation-State Oregon See attached sequence Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: EcoPrime, Inc. Internal Address: P. O. Box 6401 Street Address: City: Malibu State: CA Zip: 90264 Corporation-State Nevada

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 12/17/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,371,195 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John P. Sutton (Reg. 22,430) Internal Address: Attorney at Law Street Address: 2421 Pierce Street San Francisco CA 94115-1131 City: State: Zip:

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 024470 (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. John P. Sutton Name of Person Signing Signature Date 7/23/02

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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32969

PATENT TRADEMARK OFFICE

TRADEMARK REEL: 002556 FRAME: 0936

Attachment to Trademark Assignment

Exhibit 1. Bill of Sale (Trustee assigned to Hometrend, Inc.) dated December 17, 2001.

Exhibit 2. Assignment Agreement dated September 25, 2000 (Hometrend assigned to New Media Technology).

Exhibit 3. Certificate of Amendment of the Articles of Incorporation for International Space and Technology, Inc. (Formerly New Media Technology, Inc.). New Media changed name to International Space and Technology, Inc.

Exhibit 4. Restated Articles of Incorporation for International Space and Technology, Inc. (former name) Vanguard Aerospace Corporation (amended name) dated July 25, 2001. International Space and Technology, Inc. changed name to Vanguard Aerospace Corporation.

Exhibit 5. Corporate Secretary Certificate for Astrospace International, Inc. (Formerly Vanguard Aerospace Corporation). Vanguard Aerospace Corporation changed name to Astrospace International, Inc.

Exhibit 6. Certificate of Amendment to Articles of Incorporation for Nevada Profit Corporations filed May 22, 2002. Astrospace International, Inc. changed its name to EcoPrime, Inc.

BILL OF SALE

Pursuant to the Order of the United States Bankruptcy Court in the case of In re Pyromid, Inc., U.S. Bankruptcy Court Case No. 398-35509-elp7, Michael A. Grassmueck, Inc., Trustee, hereby sells, transfers, conveys and assigns to Hometrend Inc. all of the bankruptcy estate's interest in the following property:

- A. Equipment;
- B. Tooling;
- C. Inventory;
- D. Any records on inventory, records, and information concerning all proprietary;
- E. Intellectual property including patents and trademarks;
- F. Trade accounts receivable (exclusive of any claims against Max Mills and any avoidance claims);
- G. Bank accounts with a positive balance;
- H. Financial records;
- I. Customer lists;
- J. Records for salespeople and distributors;
- K. Goodwill;
- L. Name;
- M. Website;
- N. Domain name;
- O. Telephone and facsimile numbers;
- P. One 1994 Dodge LE, Oregon License UXU 703, VIN # 1B4GK54LORX268445
- Q. Patent, trademark, copyrights, trade names, and other intellectual property matters;
- R. Any permits and licenses necessary to operate business at the federal, state, or local level.

The sale, transfer, conveyance and assignment of the foregoing property is AS-IS and WHERE-IS. The Trustee makes no warranties whatsoever either express or implied.

Dated this 17th day of December, 2001

Michael A. Grassmueck, Inc.,
Trustee of the bankruptcy estate of
In Re Pyromid, Inc.,
U.S. Bankruptcy Court Case No. 398-35509-elp7


Michael A. Grassmueck, President

EXHIBIT

①

TRADEMARK
REEL: 002556 FRAME: 0938

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 25 day of Sept., 2000, and shall become effective on August 11, 2000, by and between HOMETREND, Inc., a Nevada corporation (the "Assignor") and New Media Technology, Inc. a Nevada corporation (the "Assignee") who shall hereinafter be known as the Parties.

RECITALS

WHEREAS, Assignor has executed Operating and Purchase Agreements, the "Purchase Agreements", by and between Assignor and Michael A. Grassmueck, Inc. Trustee who is acting under the authority of the Bankruptcy Court for the District of Oregon relative to CASE #398-35509-elp7, and;

WHEREAS, said Purchase Agreements evidence the terms under which the business formerly known as Pyromid, Inc. may be operated by Assignor and also the terms and conditions under which all of Pyromid, Inc.'s assets may be purchased, and;

WHEREAS, the Board of New Media Technology, Inc. intends to change the name of Assignee to New Technology Associates, Inc. immediately. The Assignee represents it has already reserved the name for that purpose and that this change shall take place shortly. The Parties are hereby notified of this change and that the company shall be known from this time as New Technology Associates, Inc. and;

WHEREAS, Assignor desire to assign any and all of its right, title and interest in the Purchase Agreements to Assignee upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.
2. Assignment. Assignor hereby agrees to assign, transfer, quitclaim, bargain and sell all of its rights, title and interest in the Purchase Agreements, which shall also include further updates, enhancements, derivatives and new generations, research and developments, concepts, ideas, inventions, technology, equipment, apparatus, devices and/or machines, software protocols, architecture, configurations, networks, platforms, "core engines," programs, applications, codes (source codes and object codes), and embodying any concept or invention, including components thereof and accessories thereto, and including all copyrights, trademarks, trade names, patents and other intellectual property rights know how and trade secrets developed

EXHIBIT (2)

TRADEMARK
REEL: 002556 FRAME: 0939

or employed or practiced in connection with or as a result of or otherwise relating in any way to the Pyramid assets acquired as a result of the Purchase Agreements.

3. **Representation.** Assignor individually and collectively represents and warrants to Assignee that it is the sole owner of all rights, title and interest in and to the Purchase Agreements, and the assets to be acquired thereunder, and that it has full authority to enter into this Assignment Agreement and transfer all right, title and interest in the Purchase Agreements to Assignee.

4. **Notices.** All items or notices to be delivered to either of the parties hereto under the terms of this Agreement, or in connection therewith, shall be considered as having been given when hand delivered, telecopied, delivered by courier, or when delivered by registered or certified mail, postage prepaid, and addressed as follows:

If to Assignor: HOMETREND, Inc.
c/o Howard Behling
HOMETREND, Inc.
24512 Via Del Oro
Laguna Niguel, CA 92677
Facsimile: (949) 448-8155

If to Assignee: New Media Technology, Inc.
Randall Prouty
World Associates, Inc.
2949 East Desert Inn Road, Suite 1
Las Vegas, Nevada 89121-3607
702-914-6092

Either party may at any time change the address to which such notices or items are to be delivered hereunder by giving written notice thereof to the other party.

5. **Acceptance of Assignment.** Assignee hereby accepts the foregoing assignment of the Purchase Agreements.

6. **Entire Agreement.** This Assignment and all exhibits attached hereto constitutes the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes any prior understanding or agreement, oral or written, with respect thereto.

7. **Agreement in Counterparts.** This Assignment may be executed in several counterparts and all so executed shall constitute one Assignment, binding on all parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart.

8. **Severability.** Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Assignment shall not affect the validity or legality of the remainder hereof.

9. Facsimile Signatures. Facsimile signatures shall be deemed original signatures for purposes of execution of this Agreement.

10. Agreement Binding. This Assignment shall be binding upon the successors and assigns of the parties and the parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this assignment.

11. Modification. No provision of this Assignment may be modified, amended or terminated nor may any term be waived, except by a written instrument executed by all parties to this Assignment.

12. Assignment. This Assignment may not be assigned by either of the Parties without the prior written consent of the other Party.

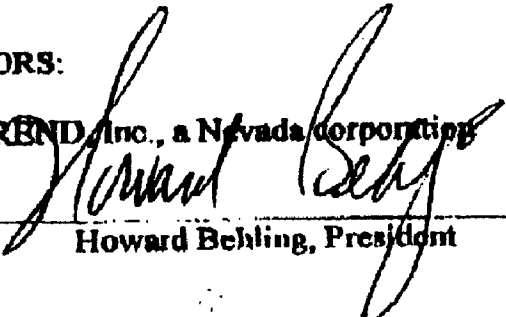
13. Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the internal laws of the State of California. The parties further agree that jurisdiction for any legal action brought hereunder shall be in the State of California in the United States and that venue for any action brought hereunder shall be in Los Angeles County, California.

14. Previous Assignment: The Parties hereby acknowledge that a previous assignment to a Nevada corporation name INTERGEL LTD. is null and void and without further force or effect. The parties agree that New Media Technology, Inc. shall be substitute for Intergel Ltd. in their agreement of July 5th, 2000.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year set forth above.

ASSIGNORS:

HOMETREND, Inc., a Nevada corporation

By: 
Howard Behling, President

ASSIGNEE:

NEW MEDIA TECHNOLOGY, INC. a Nevada corporation

By: 
Randall Prouty, President

CERTIFICATE OF AMENDMENT OF THE ARTICLES OF INCORPORATION
FOR
INTERNATIONAL SPACE AND TECHNOLOGY, INC.
(FORMERLY NEW MEDIA TECHNOLOGY, INC.)

I do hereby certify that:

The Board of Directors of said corporation met on November 14, 2000 and adopted a resolution to amend the articles as follows:

RESOLVED, that ARTICLE ONE of the Articles of Incorporation for NEW MEDIA TECHNOLOGY, INC. shall be changed to show INTERNATIONAL SPACE AND TECHNOLOGY, INC. as the new name of the corporation.

FURTHER RESOLVED, the appropriate Officers of the Corporation are hereby authorized and directed to enter into and execute any and all documents, on behalf of the Corporation and take all action necessary to effectuate same.

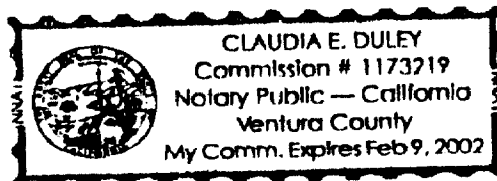
The said changes and amendment have been consented to and approved by 100% of the stockholders holding at least a majority of each class of stock outstanding entitled to vote.

Randall Prouty Date: NOV 15, 2000
Randall H. Prouty
President, Secretary, Sole Director

NOTARY:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 15 DAY OF NOV, 2000,
BY CLAUDIA E. DULEY
Claudia E. Duley



EXHIBIT

TRADEMARK

REEL: 002556 FRAME: 0942

RESTATED ARTICLES OF INCORPORATION FOR
INTERNATIONAL SPACE AND TECHNOLOGY, INC (former name)
VANGUARD AEROSPACE CORPORATION (amended name)

JUL 25 2001

IN THE OFFICE OF
Dean Heller
DEAN HELLER, SECRETARY OF STATE

ARTICLE ONE
Name

The name of the Corporation is Vanguard Aerospace Corporation.

ARTICLE TWO
Purpose

The purpose for which this Corporation is organized is to engage in any lawful act or activity for which corporations may be organized under Nevada State Law.

ARTICLE THREE
Duration

This corporation shall have a perpetual existence.

ARTICLE FOUR
Shares

The total number of shares of stock the corporation shall have authority to issue is Fifty Million (50,000,000) shares of Common Stock, \$0.001 par value per share and Five Million Preferred Shares, \$0.001 par value.

The Board of Directors is authorized to provide for the issuance of shares of Preferred Stock in series and, by filing a certificate pursuant to the applicable law of the State of Nevada, to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and the qualifications, limitations or restrictions thereof.

The authority of the Board of Directors with respect to each series of Preferred Stock shall include, but not be limited to, determination of the following:

- A. The number of shares constituting that series and the distinctive designation of that series;
- B. The dividend rate on the shares of that series, whether dividends shall be cumulative, and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on share of that series;
- C. Whether that series shall have voting rights, in addition to the voting rights provided by law, and, if so, the terms of such voting rights;

CORPORATE SECRETARY

CERTIFICATE

ASTROSPACE INTERNATIONAL, INC.
(FORMERLY VANGUARD AEROSPACE CORPORATION)

I do hereby certify that:

That Randall Prouty, the sole Director of Astrospace International, Inc. (formerly Vanguard Aerospace Corporation), resolved by written consent on August 19, 2001 to amend its Articles of Incorporation as follows:

RESOLVED, that ARTICLE ONE of the Articles of Incorporation for Vanguard Aerospace Corporation be amended to show ASTROSPACE INTERNATIONAL, INC. as the new name of the corporation.

FURTHER RESOLVED, the appropriate Officers of the Corporation are hereby authorized and directed to enter into and execute any and all documents, on behalf of the Corporation and take all action necessary to effectuate same.

The said changes and amendment were consented to and approved by 100% of the stockholders holding at least a majority of each class of stock outstanding that is entitled to vote.

Randall Prouty
Randall H. Prouty
President, Secretary, Sole Director

Date: Aug 20, 2001

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

NOTARY:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 20 DAY OF AUG., 2001.

BY Claudia E. Duley

CLAUDIA E. DULEY
NOTARY PUBLIC

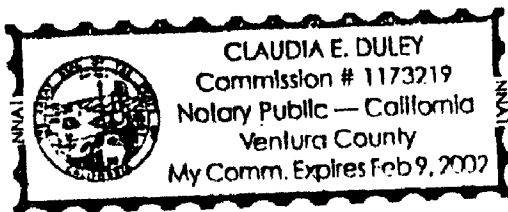


EXHIBIT 5



DEAN HELLER
Secretary of State

101 North Carson Street, Suite 3
Carson City, Nevada 89701-4786
(775) 684 5708

**Certificate of
Amendment**
(PURSUANT TO NRS 78.380)

Office Use Only:

FILED # C1190-00

MAY 22 2002

IN THE OFFICE OF
De. Heller
DEAN HELLER, SECRETARY OF STATE

Important: Read attached instructions before completing form.

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.380 - Before Issuance of Stock)
- Remit in Duplicate -

1. Name of corporation: Astrospace International, Inc.

2. The articles have been amended as follows (provide article numbers, if available):

Article ONE: Former Name: Astrospace International, Inc.

New Name: Ecoprime, Inc.

3. The undersigned declare that they constitute at least two-thirds of the incorporators (check) , or of the board of directors (check) .

4. The date upon which the original articles of incorporation were filed with the Secretary of State: 1/18/2000

5. The undersigned affirmatively declare that to the date of this certificate, no stock of the corporation has been issued.

6. Signatures:

Randall Prouty, Sec, Sole Director

Signature

Signature

IMPORTANT: Failure to include any of the above information and remit the proper fees may cause this filing to be rejected.

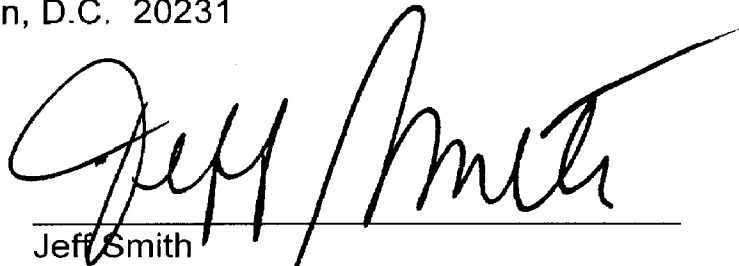
EXHIBIT 6

Certificate of Mailing [37 CFR §1.8(a)(1)(i)(A)]

I hereby certify that this paper (along with any referred to as being attached or enclosed) is being deposited with the U.S. Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to the:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Dated: July 23, 2002

A handwritten signature in black ink, appearing to read "Jeff Smith", written over a horizontal line.

Jeff Smith
Law Offices of JOHN P. SUTTON
2421 Pierce Street
San Francisco, CA 94115-1131
Telephone: (415) 929-7408
Facsimile: (415) 922-2885