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09-19-2002



Docket No.:

61833.0004

Tab settings

To the Honorable Commissioner of Patents

102228970

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Earthstone International LLC

9.17.02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Corrective Document - Document ID #102090215
- Merger
- Change of Name

Execution Date: April 11, 2002

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

Name: Volkart America, Inc.

Internal Address:

Street Address: 6840 North First Avenue

City: Phoenix State: AZ ZIP: 85013

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

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

76/090,946
76/207,741

B. Trademark Registration No.(s)

2,232,475 2,441,172 2,541,697
2,159,760 2,459,853
2,220,002 2,352,507

Additional numbers Yes No

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

Name: Damon L. Boyd

Internal Address: Snell & Wilmer LLP

Street Address: One Arizona Center

400 E. Van Buren

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ Fee already charged to deposit account on 4/30/02.

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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.

Damon L. Boyd, Reg. No. 44,552

Name of Person Signing

Signature

10 September 2002

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002585 FRAME: 0054

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102090215

Docket No.:

61833.0004

Tab settings

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

1. Name of conveying party(ies):

Earthstone International LLC

4-30-02

- Individual(s)
- General Partnership
- Corporation-State
- 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: ✓

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

Name: Volkart America, Inc.

Internal Address:

Street Address: 6840 North First Avenue

City: Phoenix State: AZ ZIP: 85013

- 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) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

~~76/090,946~~
~~76/207,741~~

B. Trademark Registration No.(s)

2,232,475	2,441,172	2,541,697
2,159,760	2,459,853	
2,220,002	2,352,507	

Additional numbers attached? Yes No

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

Name: Damon L. Boyd, Esq., Snell & Wilmer, LLP

Internal Address:

Street Address: One Arizona Center

400 E. Van Buren Street

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41): \$ 450.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

19-2814

05/15/2002 11:11:42 00000005 76090946

DO NOT USE THIS SPACE

01 FC:401 40.00
02 FC:402 200.00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and the attached copy is a true copy of the original document.

Damon L. Boyd, Reg. No. 44,552

Name of Person Signing

Signature

4/22/2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

5

TRADEMARK

OFFICE OF PUBLIC RECORDS
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FINANCE SECTION

ASSIGNMENT AND GRANT

This Assignment and Grant (the "Assignment") is made and executed by Earthstone International LLC, a Delaware limited liability company, having a principal address at #18 Bisbee Court, Santa Fe, New Mexico 87505 (the "Grantor") to and in favor of Volkart America, Inc., a Delaware corporation, having a principal place of business at 6840 North First Avenue, Phoenix, Arizona 85013 (the "Grantee").

WHEREAS:

The Grantor and Grantee have executed and entered into a certain Standby Credit Facility III, Multiple Advance Note and Security Agreement, each dated as of September 17, 2001 (the "Agreements"), pursuant to which the Grantor has certain obligations to the Grantee, including obligations to make certain payments to the Grantee; and

NOW THEREFORE:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor warrants, covenants and agrees as follows:

1. The Grantor hereby grants, assigns and mortgages to the Grantee a security interest in all of the Grantor's right, title and interest in and to the following collateral (the "Collateral"):

a) The following United States patent and trademark applications and all substitute, continuation, continuation-in-part, divisional and other related applications based in whole or in part on each of the patent and trademark applications (collectively, the "U.S. Patent and Trademark Applications"), including all patents and trademarks resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States:

US Appl'n No.	Filing Date	Title of Patent
10-003,927	10/31/01	Ground Glass Surface or Object Treating Agent, Use Therefor, and Method for Making Same
5,821,184	10/13/98	Foamed Glass Article for Preparing Surfaces, Use Therefor, and Method of Making Same
5,972,817	10/26/99	Foamed Glass Article for Preparing Surfaces, Use Therefor, and Method of Making Same
5,983,671	11/16/99	Apparatus and Method for Manufacturing Foamed Material
RE 35,634	reissued patent	Method of Stone Washing Fabric with a Synthetic Abrasive Stone

US Appl'n No.	Mark
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76/090,946	Bodystone
76/207,741	Powerstone
2,232,475	Sand Quik
2,159,760	Incredi-Block
2,220,002	We Rub the Earth the Right Way
2,441,172	Earthstone
2,459,853	Grillstone
2,352,507	Quik Sand
2,541,697	Ecomax

b) all counterparts to the U.S. Patent and Trademark Applications that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the U.S. Patent and Trademark Applications, further including all continuation, continuation-in-part, divisional and other related applications based in whole or in part on the non-U.S. counterparts (collectively, the "Non-U.S. Counterparts"), and still further including all patents, trademarks, inventor's certificates, utility models, reissues and extensions resulting from any of the Non-U.S. Counterparts, including:

Appl'n No.	Title of Patent/Countries
000941	Apparatus and Method for Manufacturing Foamed Material (issued 4/19/00) (Eurasia)
pending	EAR1-CIP - Foamed Glass Article (Brazil, Canada, China, Europe)
pending	UNG - Manufacturing Apparatus (Brazil, Canada, China, Europe, Japan, South Korea)

Appl'n No.	Mark
782,497	Earthstone (Canada)

c) and, all causes of action arising prior to or after the date hereof for infringement of any of the Collateral set forth herein.

2. This Assignment is made to secure the full and prompt performance, payment and satisfaction of all the obligations of the Grantor to the Grantee, as set forth in the Agreements (as amended from time to time). In the event that Grantor defaults in the satisfaction of its obligations to the Grantee, then:

a) The Grantee shall be entitled to any and all remedies available under the Agreements and under the Uniform Commercial Code in force in the State of New Mexico as of the date of default;

b) The Grantee shall, at its option, have the sole and exclusive right to prosecute the U.S. Patent and Trademark Applications and the Non-U.S. Counterparts, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Grantor authorizes all governmental bodies having the power to issue patents,

My commission expires:

NOTARY PUBLIC

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4

RECORDED: 09/17/2002

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