FORM PTO-1594 (Modified) (Rev. 6-93) OMB No. 0651-0011 (exp.4/94) Copyright 1994-97 LegalStar TM05/REV03

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R'

09-19-2002



Docket No :

61833.0004

1. Name of conveying party(ies): Earthstone International LLC    Gameral Partnership   Association   General Partnership   City: Phoenix   State: AZ ZIP: 85013     Individual(s)   Association   General Partnership   Association   General Partners	To the Honorable Commissioner of Patents 1022	28970hed original documents or copy thereof.	
Name: Volkart America, Inc.   Informal Address:   Street Address	Name of conveying party(ies):		
Individual(s)	Earthstone International LLC 9,17,02	Name: Volkart America, Inc.	
Individual(s)	•	Internal Address:	
General Partnership City: Phoenix State: AZ ZIP: 85013  City: Phoenix State: AZ ZIP: 85014  City: Phoenix State: AZ ZIP: 85084	☐ Individual(s) ☐ Association		
Corporation-state			
General Partnership    Limited Partnership   Limited Partnership   Corporation-State   Delaware   Other     Other   Corrective Document   Document   Delaware   Other     Security Agreement   Change of Name   Other   Other   Other     Security Agreement   Other   Other   If assignee is not domiciled in the United States, a dorpositic designation is   Yes, Other   Name   National number(s) or registration numbers(s):  A. Application number(s) or registration numbers(s):  A. Trademark Application No.(s)   B. Trademark Registration No.(s)     76/207,741   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     Name and address of party to whom correspondence concerning document should be mailed:   Name:   Damon L. Boyd	☐ Corporation-State		
General Partnership    Limited Partnership   Limited Partnership   Corporation-State   Delaware   Other     Other   Corrective Document   Document   Delaware   Other     Security Agreement   Change of Name   Other   Other   Other     Security Agreement   Other   Other   If assignee is not domiciled in the United States, a dorpositic designation is   Yes, Other   Name   National number(s) or registration numbers(s):  A. Application number(s) or registration numbers(s):  A. Trademark Application No.(s)   B. Trademark Registration No.(s)     76/207,741   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     Name and address of party to whom correspondence concerning document should be mailed:   Name:   Damon L. Boyd	Other	☐ Individual(s) citizenship	
Assignment	Additional names(s) of conveying party(ies)		
Assignment	3. Nature of conveyance		
Security Agreement		☐ Corporation-State Dolaware	
Execution Date: April 11, 2002    Street Address:   Shell & Wilmer LLP		Other	
Street Address:   One Arizona Center   April 11, 2002   Clay   Additional name   City:   Phoenix   State:   AZ ZIP:   85004   Do Not Use This space	· · · · · · · · · · · · · · · · · · ·		
Additional name(s) & address(es)  4. Application number(s) or registration numbers(s):  A. Trademark Application No.(s)  76/090,946  76/207,741  Additional numbers  2,232,475 2,441,172 2,541,697 2,159,760 2,459,853 2,220,002 2,352,507  Additional numbers  Pes No  5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Damon L. Boyd Internal Address: Snell & Wilmer LLP  7. Total fee (37 CFR 3.41):		designation is	
A. Application number(s) or registration numbers(s):  A. Trademark Application No.(s)  76/090,946  76/207,741  Additional numbers  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  Street Address: State: AZ_ZIP: 85004  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  G. Total number of applications and registrations involved:  9  7. Total fee (37 CFR 3.41):	Execution Date: April 11, 2002	(Designations must be a separate document from Additional name(s) & address(es)	
A. Trademark Application No.(s)  76/090.946 76/207,741 2,159,760 2,459,853 2,220,002 2,352,507  Additional numbers  Additional numbers  Pes No  6. Total number of applications and registrations involved:  Name: Damon L. Boyd Internal Address: Snell & Wilmer LLP  Total fee (37 CFR 3.41):  Street Address: One Arizona Center  400 E. Van Buren  City: Phoenix  State: AZ ZIP: 85004  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  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  Authorized to be charged to deposit account  8. Deposit account number:  N/A  City: Phoenix  State: AZ ZIP: 85004		/ redutaritat matric(s) dradatess(es)	
76/090,946 76/207,741  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  □ Enclosed □ Authorized to be charged to deposit account on 4/30/02 □ Authorized to be charged to deposit account  Street Address: One Arizona Center  400 E. Van Buren  City: Phoenix State: AZ ZIP: 85004  □ DO NOT USE THIS SPACE			
2,159,760 2,459,853 2,220,002 2,352,507  Additional numbers		B. Trademark Registration No.(s)	
2,220,002 2,352,507  Additional numbers			
Additional numbers    Yes   No	/6/20/,/41		
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Damon L. Boyd Internal Address: Snell & Wilmer LLP  Internal Address: Snell & Wilmer LLP			
registrations involved:	William All And		
Name: Damon L. Boyd Internal Address: Snell & Wilmer LLP    Total fee (37 CFR 3.41):			
Internal Address: Snell & Wilmer LLP    Total fee (37 CFR 3.41):	concerning accument chedia be manea.		
Internal Address: Snell & Wilmer LLP Charged to deposit account on 4/30/02    Authorized to be charged to deposit account     Street Address: One Arizona Center   8. Deposit account number:     400 E. Van Buren   N/A     City: Phoenix   State: AZ ZIP: 85004   DO NOT USE THIS SPACE	Name: Damon L. Boyd	7 Total fee (37 CFR 3.41): \$ Fee all ready	
☐ Enclosed account on 4/30/02 ☐ Authorized to be charged to deposit account  Street Address: One Arizona Center 8. Deposit account number:  400 E. Van Buren N/A  City: Phoenix State: AZ ZIP: 85004  DO NOT USE THIS SPACE	Internal Address: Snell & Wilmer LLP		
Street Address: One Arizona Center  400 E. Van Buren  N/A  City: Phoenix State: AZ ZIP: 85004  DO NOT USE THIS SPACE		☐ Enclosed account on 4/30/02	
Street Address: One Arizona Center  400 E. Van Buren  N/A  City: Phoenix State: AZ ZIP: 85004  DO NOT USE THIS SPACE		Authorized to be obarged to deposit account	
400 E. Van Buren  N/A  City: Phoenix State: AZ ZIP: 85004  DO NOT USE THIS SPACE			
City: Phoenix State: AZ ZIP: 85004  DO NOT USE THIS SPACE	Street Address: One Arizona Center	8. Deposit account number:	
City: Phoenix State: AZ ZIP: 85004  DO NOT USE THIS SPACE	400 F. Von Buren		
DO NOT USE THIS SPACE	400 E. Van Buren	N/A	
	City: Phoenix State: AZ ZIP: 85004		
	DO NOT	USE THIS SPACE	
0. Statement and signature	0. Statement and signature		
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	<u>~</u>	ation is true and correct and any attached conv is a true conv	
of the original document.		A 1	
Damon L. Boyd, Reg. No. 44,552	Damon L. Boyd, Reg. No. 44.552	10 September 2002	
Name of Person Signing Signature Date		Signature Date	
Total number of pages including cover sheet, attachments, and TRADENARK			

FORM PTO-1594 (Modified) RI 05 1 1 (Rev. 6-93)	5 002 Docket No.:		
OMB No. 0651-0011 (exp.4/94) Copyright 1994-97 LegalStar TM05/REV03	61833.0004		
Tab settings → → ▼ ■ 1000	000 15		
To the Honorable Commissioner of Patents and Trademarks.	Neass record the anached original documents or copy thereof.		
1. Name of conveying party(ies):	Name and address of receiving party(ies):		
Earthstone International LLC	Name: Volkart America, Inc.		
4-30-02			
•	Internal Address:		
☐ Individual(s) ☐ Association	Street Address: 6840 North First Avenue		
<ul><li>☐ General Partnership</li><li>☐ Corporation-State</li><li>☑ Limited Partnership</li></ul>	City: Phoenix State: AZ ZIP: 85013		
Other	☐ Individual(s) citizenship		
Additional names(s) of conveying party(ies) attached? Yes 🗵 No	☐ Association		
3. Nature of conveyance:	General Partnership		
☐ Assignment ☐ Merger	☐ Limited Partnership		
✓ Security Agreement ☐ Change of Name			
☐ Other	If assignee is not domiciled in the United States, a domestic representative		
Execution Date: V	designation is attached:   (Designations must be a separate document from Assignment)		
2,000,000	Additional name(s) & address(es) attached?  Yes 🔊 No		
4. Application number(s) or registration numbers(s):			
A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
76/090,946	2,232,475 2,441,172 2,541,697		
76/207,741	2,159,760 2,459,853		
l	2,220,002 2,352,507		
	ttached? 🔲 Yes 🗵 No		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:		
concerning document should be malied.	Tegistrations involved		
Name: Damon L. Boyd, Esq., Snell & Wilmer, LLP	7. Total fee (37 CFR 3.41):\$ \$450.00		
Internal Address:			
	☐ Authorized to be charged to deposit aceount.		
Street Address: One Arizona Center	Authorized to be charged to deposit action 19-2814  Authorized to be charged to deposit action 19-2814		
400 F. Von Buron Street	Pull 30		
400 E. Van Buren Street	19-2814 <b>8</b>		
City: Phoenix State: AZ ZIP: 85004			
DO NOT U	JSE THIS SPACE CORDS		
21 \$C:461 40.00 Gg/ 32 FC:462 200.00 Gg	SS SS		
9. Statement and signature.			
To the best of my knowledge and belief, the foregoing information of the original document.	tion is true and correct artists by a ached copy is a true copy		
or the original document.			
Damon I. Royd Doc No. 44 552	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Damon L. Boyd, Reg. No. 44,552  Name of Person Signing	4/22/2002 Signature Date		

REEL: 002585 FRAME: 0055

## 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	Method of Stone Washing Fabric with a Synthetic
	patent	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,

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trademarks, inventor's certificates or utility models to issue a patent, trademark, inventor's certificate or utility model based on any of the U.S. Patent and Trademark Applications or the Non-U.S. Counterparts in the name of the Grantee; and

- The Grantor agrees upon request and without further consideration: (a) to assist the Grantee in prosecuting the U.S. Patent and Trademark Applications and the Non-U.S. Counterparts, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide the Grantee with information concerning the U.S. Patent and Trademark Applications and the Non-U.S. Counterparts to enable the Grantee to obtain, secure and protect all of the rights in the Collateral; (c) to sign papers, take oaths and testify in legal proceedings to enable the Grantee to obtain, secure and protect the Collateral; and (d) to perform all acts reasonably necessary to enable the Grantee to obtain, secure and protect the Collateral, including assistance in any proceedings pertaining to the U.S. Patent and Trademark Application and the Non-U.S. Counterparts or to their enforcement.
- 3. The rights and remedies of the Grantee with respect to the security interest and mortgage granted herein are without prejudice to, and are in addition to those set forth in the Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Agreement is deemed to conflict with the Agreements, the provisions of the Agreements shall govern.
- 4. The Grantor warrants and covenants that it has the full right to assign and grant this security interest and mortgage granted herein, that all of the Collateral is free and clear of all other mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that the Grantor has not executed and will not execute any agreement in conflict with this Assignment.
- 5. Grantce will release the security interest created hereby within five (5) days after UCC-3 Statement of Termination(s) have been filed terminating the security interest granted by the Grantce to Delmed Corporation.

IN WITNESS WHEREOF, the Grantor has executed this Assignment for the purposes stated herein.

Grantor

Earthstone International LLC

		By: Creek Name: Creek Title: C	g Feyr	<del>-</del>
State of New Mexico	) ) ss.:			
County of	_) .			
The foregoing	instrument was acknowledge	ed before me on this _	day of	2002, before me
by	, the, the			_ of Earthstone
28370-2		3		

RISPLFAX

04/11/05 LHN 51:11 LYX 8188882848 FNCE LOWMYHD Gf' 91 4/15/05 8:01 byGE 3/3

My commission expires:	
	NOTARY PUBLIC

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**RECORDED: 09/17/2002** 

TRADEMARK REEL: 002585 FRAME: 0059