

TRADEM

01-13-2003

RM

Attorney Docket No. C567.29-0001



To the Honorable C

102335140

Please record the attached original document or copy thereof.

1. Name of conveying party:
Micell Technologies, Inc.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State Other Explain~

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

12-26-02

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

Name: Cool Clean Technologies, Inc.

Internal Address: _____

Street Address: 3505 County Road 42 West

City Burnsville State MN ZIP 55306-3803

3. Nature of Conveyance:

Assignment Merger Security Agreement

Change of Name Other _____

Execution Date: October 25, 2002

Individual(s) Citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State Minnesota

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4A. Application No.(s)

Additional numbers attached? Yes No

4B. Registration No.(s)

(See Attached Sheet)

Additional numbers attached? Yes No

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

Name: Dustin R. DuFault
KINNEY & LANGE, P.A.

Street Address: THE KINNEY & LANGE BUILDING
312 South Third Street

City: Minneapolis State: MN ZIP 55415-1002

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 2.6(b)(6)):.....\$ 400.00

8. Method of Payment

Enclosed

The Commissioner is authorized to charge payment of any additional recording fees or credit any overpayment to deposit account No. 11-0982. A duplicate copy of this page is enclosed.

01/10/2003 DBYRNE 00000139 2263675

DO NOT USE THIS SPACE

01 FC: 4521 40.00 OP
02 PR: 8522 225.00 OP

01/10/2003 DBYRNE 001014500
Name/Number: 2263675
\$135.00 CR

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.

Dustin R. DuFault
Name of Person Signing

Dustin R. DuFault
Signature

10 DEC 02
Date

Total number of pages including cover sheet, attachments and document: [6]

Rep'n. R. 05
DAH: 1109
FC: 9204

Continuation of Label 4

4B.	U.S. Trademark No. (s)	Mark (s)
	Reg. No. 2,263,675	HANGERS
	Reg. No. 2,321,912	(miscellaneous design) (black and white logo)
	Reg. No. 2,405,449	HANGERS (with design) (color)
	Reg. No. 2,427,968	(miscellaneous design) (color logo)
	Reg. No. 2,432,840	(miscellaneous design) (logo w/reverse colors)
	Reg. No. 2,432,841	HANGERS CLEANERS (with design) (color)
	Reg. No. 2,432,842	HANGERS (with design) (black and white)
	Reg. No. 2,447,406	HANGERS CLEANERS (with design) (black and white)
	Reg. No. 2,473,921	MICO2 (stylized)
	Reg. No. 2,575,435	FRIENDLY TO YOU, YOUR CLOTHES AND THE ENVIRONMENT

ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of this 29th day of October, 2002, by and between Hangers, Inc, a corporation organized and existing under the laws of the State of Delaware and having an address at 7516 Precision Drive, Raleigh, NC 27617 (the "ASSIGNOR"), and Cool Clean Technologies, Inc., a corporation organized and existing under the laws of the State of Minnesota and having an address at 3505 County Road 42 West Burnsville, MN 55306-3803 (the "ASSIGNEE").

WHEREAS, Micell Technologies, Inc. ("MICELL"), the parent company of the ASSIGNOR, its wholly-owned subsidiary, was the original owner of record of the entire unencumbered right, title and interest in and to the following trademarks (the "TRADEMARKS") as set forth in Exhibit A attached hereto and to the domain name: www.hangersdrycleaners.com (the "DOMAIN NAME"); and

WHEREAS, MICELL assigned all of its right, title and interest in and to such TRADEMARKS and DOMAIN NAME to ASSIGNOR by Assignment Agreement dated October 29, 2001; and

WHEREAS, ASSIGNEE is desirous of acquiring all right title, interest and goodwill in said TRADEMARKS and DOMAIN NAME.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign unto said ASSIGNEE all right, title, interest and goodwill in and to said TRADEMARKS and DOMAIN NAME thereof in the United States and throughout the world, together with the goodwill of the business symbolized thereby, and together with the right to recover damages and profits for past infringements thereof, if any.

ASSIGNOR does hereby assign unto said ASSIGNEE all of ASSIGNOR's rights and obligations as LICENSOR under all licenses granted by ASSIGNOR under the TRADEMARKS, provided however that ASSIGNOR shall indemnify, defend and hold harmless ASSIGNEE and its officers, directors and affiliates from, against, and with respect to any and all loss, damage, claim, obligation, liability, cost and expense (including without limitation reasonable attorneys' fees and costs and expenses incurred in investigating, preparing, defending against or prosecuting any litigation, claim, proceeding or demand), of any kind or character arising out of or in connection with ASSIGNOR's failure to perform or observe at any time prior to the date of this Assignment Agreement any covenant, agreement or condition to be performed or observed by ASSIGNOR pursuant to any license agreement under the TRADEMARKS.

This Agreement contains the entire agreement between the parties hereto and supersedes any and all prior agreements, arrangements and understandings between the parties hereto relating to the subject matter hereof. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist.

IN WITNESS WHEREOF, ASSIGNOR has caused this assignment to be executed as of the date first written above.

By: Jonathan E. Kennedy (SEAL)

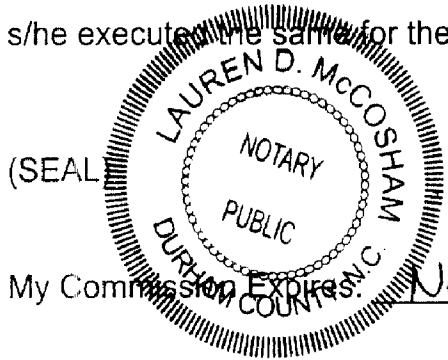
Name: Jonathan E. Kennedy
Title: CFO

STATE OF NORTH CAROLINA)

COUNTY OF WAKE) ss:
)

Before me personally appeared Jonathan E. Kennedy, to me known to be the person described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same for the purposes therein stated, this 25th day of October, 2002.

Lauren D. McCosham
Notary Public



My Commission Expires: November 26, 2006

EXHIBIT A

Trademark	Registration No.	Registration Date	Licensee(s)
1. HANGERS	2263675	7/20/99	** See Note (1) below
2. (miscellaneous design) (black and white logo)	2321912	2/22/00	
3. HANGERS (with design) (color)	2405449	11/21/00	
4. (miscellaneous design) (color logo)	2427968	2/13/00	
5. (miscellaneous design) (logo w/reverse colors)	2432840	3/06/01	
6. HANGERS CLEANERS (with design) (color)	2432841	3/06/01	
7. HANGERS (with design) (black and white)	2432842	3/06/01	
8. HANGERS CLEANERS (with design) (black and white)	2447406	5/01/01	
9. MICO2 (stylized)	2473921	7/31/01	
10 FRIENDLY TO YOU, YOUR CLOTHES AND THE ENVIRONMENT	2575435	6/04/02	
HANGERS and Design	Europe CTM Registration No. 1,708,858	7/31/01	
HANGERS CLEANERS	Canadian Application No. 1117688	Filed 10/5/01 Registration Pending	

(1) Licensees to the above Trademarks are listed on Exhibit B hereto.

EXHIBIT B

The following is a complete list of all Licensees of one or more of the subject assigned trademarks. The Licensed Territory for each Licensee is as described in the applicable Trademark License Agreement and a copy of each such Trademark License Agreement has been provided to the Assignee with this Assignment Agreement.

	Licensee	Address & Contact Name	Phone Number	License Effective Date
1.	Best Cleaners, Inc.	5 Sugar Maple Court Little Rock, AR 72212 Attn: Charles Fitzgerald	501-225-8062	12/5/01
2.	Austin HDC, Ltd.	P. O. Box 202737 Austin, TX 78270 Attn: William Niels	512-257-1038	12/14/01
3.	Green Clean, LLC.	c/o UNC Chapel Hill 18-1D Venable Hall 045, CB 3290 Chapel Hill, NC 27514 Attn: Edward T. Samulski	919-968-6648	1/11/02
4.	The Two M Group, LLC	19750 W. Catawba Ave. Cornelius, NC 28031 Attn: James Mahar	704-560-6400	12/5/01
5.	CMH, LLC	4 Dundas Circle Greensboro, NC 27407 Attn: Charles Cheek	336-282-5188	12/5/01
6.	CAY, Inc.	14007 Lake Trail Dr. Houston, TX 77478 Attn: Greg York	281-491-0997	12/5/01
7.	Lansing Cleaners, Inc.	18210 Torrence Avenue Lansing, IL 60438 Attn: Sandra Ustanik, Pres		12/5/01
8.	Sphere Corporation	2101 G. Street Lincoln, NE 68510 Attn: Carl Rohman	402-770-3217	12/20/01
9.	CO2 Cleaners, Inc.	25 Timmons Road Scarsdale, NY 10583 Attn: Edward Kim	914-723-3422	12/5/01
10.	ECO3 Ventures Corp.	7589 W. Sandlake Rd. Orlando, FL 32819 Attn: Steven Wise	407-264-0264	1/29/02
11.	CO2 ² , LLC	2017 N.W. Cary Pkwy Morrisville, NC 27560 Attn: Marcus Fincham	919-469-8881	12/14/01
12.	Fairlane Cleaners, Inc.	5629 Taft Avenue La Jolla, CA 92037 Attn: Alexander "Gordan" Shaw, III	619-563-8200	12/5/01
13.	Watkins Development	12216 Hampton Way Dr. Wake Forest, NC 27587 Attn: Samuel "Trey" Watkins, III	919-569-0174	12/5/01
14.	LEEBART Properties, Inc.	808 South 17 th Street Wilmington, NC 28401 Attn: Ted Lee Williams	910-762-1357	11/28/01
15.	Judges Cleaners, Inc.	2150 Maple Drive Plover, WI 54487 Attn: Tom Judge	715-343-1769	12/20/01