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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER
TRADEMARKS OF

102335484

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

1. Name of conveying party(ies): 1-7-03
JSP International Group, Ltd.

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

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

2. Name and address of receiving party(ies)
Name: **JSP Licenses, Inc.**
Internal Address: _____
Address: _____
Street Address: **103 Foulk Road; Suite 205C**
City: **Wilmington** State: **DE** Zip: **19803**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **January 1, 2003**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) **1,532,492**
and 1,532,493

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Caesar, Rivise, Bernstein**
 Internal Address: **Cohen & Pokotilow, Ltd.**

 Street Address: **1635 Market Street**
7 Penn Center, 12th Floor

 City: **Philadelphia** State: **PA** Zip: **19103**

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41)..... \$ **65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **03-0075**

DO NOT USE THIS SPACE

9. Signature.
Gary A. Greene *[Signature]* **January 2, 2003**

 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**+1

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

01/13/2003 TDIAZ1 00000040 030075 1532492
01 FC:0521 40.00 CH
02 FC:0522 25.00 CH

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, JSP INTERNATIONAL GROUP, LTD., formerly JSP America, Inc. (hereinafter "ASSIGNOR"), a Delaware corporation having a principal place of business at 4062 Georgia Boulevard, San Bernardino, California 92407 is the sole and exclusive owner of all right, title and interest to the mark ARPRO, U.S. Registration No. 1,532,492 for the mark ARPRO, ARPAK, U.S. Registration No. 1,532,493 for the mark ARPAK, and the goodwill of the business associated with and symbolized by the marks ARPRO and ARPAK.

WHEREAS, for good and valuable consideration, ASSIGNOR wishes to assign to and transfer to JSP LICENSES, INC., a corporation organized and existing under the laws of the State of Delaware and having an office and place of business at 103 Foulk Road, Suite 205C, Wilmington, Delaware 19803 (hereinafter "ASSIGNEE"), all right, title and interest in and to the following: (1) the mark ARPRO; (2) the mark ARPAK; (3) U.S. Registration No 1,532,492 for the mark ARPRO; (4) U.S. Registration No. 1,532,493 for the mark ARPAK; and (5) the goodwill of the business associated with and symbolized by the marks ARPRO and ARPAK.


NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by ASSIGNOR, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE the entire right, title and interest in and to the following: (1) the mark ARPRO; (2) the mark ARPAK; (3) U.S. Registration No. 1,532,492 for the mark ARPRO; (4) U.S. Registration No. 1,532,493 for the mark ARPAK; and (5) the goodwill of the business associated with and symbolized by the marks ARPRO and ARPAK.

Included in this Assignment are any and all rights which ASSIGNOR has, or may have had, against persons who have infringed upon the marks ARPRO and ARPAK prior to the effective date of this Assignment.


The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding on ASSIGNOR, its successors, assigns and other legal representatives.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be signed by the following duly authorized agents this 1st day of January, 2003.

JSP INTERNATIONAL GROUP LTD.

By 
Name: Carl W. Moyer
Title: Vice President

JSP LICENSES, INC.

By 
Name: Carl W. Moyer
Title: President