

01-17-2003

Form PTO-1594

(Rev. 03/01)

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Tab settings

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

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

1. Name of conveying party(ies):

Masterblend International, Inc.

12-24-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 19, 2002

2. Name and address of receiving party(ies)

Name: Masterblend International, LLC

Internal Address: Suite 495

Street Address: 3690 Orange Place

City: Beachwood State: OH Zip: 44122

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

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

2007 DEC 24 AM 11:42  
FINANCE SECTION

OFFICE OF PUBLICATION RECORDS

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,364,794 2,358,306 2,636,719

Additional number(s) attached  Yes  No

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

Name: Susan L. Mizer, Esq.

Internal Address: 1100 Huntington Building

925 Euclid Avenue

Street Address: 1100 Huntington Building

925 Euclid Avenue

City: Cleveland State: OH Zip: 44115

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0903(77103/15489)

(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.

Susan L. Mizer

Name of Person Signing

Signature

12/23/02

Date

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

3

01/17/2003 6TON11 00000028 1364794

01 FC:8521  
02 FC:8522

40.00 DP  
50.00 DP

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

TRADEMARK  
REEL: 002651 FRAME: 0079

## ASSIGNMENT

WHEREAS, Masterblend International, Inc., an Ohio Corporation having its principal offices at 3690 Orange Place, Suite 495, Beachwood, Ohio 44122 (formerly 23240 Chagrin Boulevard, Suite 600, Cleveland, Ohio 44122-5413), has adopted, used, is using and is the owner of the following trademark registrations, which registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MASTERBLEND	1,364,794	October 8, 1985
GROWER'S BLEND	2,358,306	June 13, 2000
DR. BLUE	2,636,719	October 25, 2002

WHEREAS, Masterblend International, LLC, an Ohio corporation having its principal offices at 3690 Orange Place, Suite 495, Beachwood, Ohio 44122, is desirous of acquiring said Trademarks.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Masterblend International, Inc., hereby assigns to Masterblend International, LLC, all right, title and interest in the United States in and to said Trademark registrations, together with the goodwill of the business symbolized by said Trademark registrations, and all causes of action, claims, and demands or other rights for or arising from any infringement, including past infringements of the Trademark registrations.

Masterblend International, Inc., will, at any time and from time to time, upon request of Masterblend International, LLC and at Masterblend International, Inc.'s expense, do, execute, acknowledge, and deliver all such further acts and deeds, assignments, instruments of transfer or conveyance, registrations for assignments, powers of attorney and assurances as may be required for the assigning, assuring, and confirming to Masterblend International, LLC, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession, the Trademarks intended to be assigned under this Assignment.

This Assignment is made by Masterblend International, Inc., without any representation or warranty of any kind whatsoever, including without limitation, any representation or warranty relating to the validity or enforceability or the status of the trademark registration.

This Assignment will be binding upon the successors, assigns, nominees, or other legal representatives of Masterblend International, Inc.

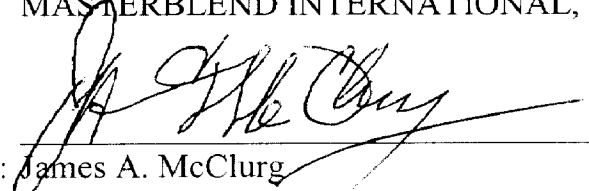
Executed, this 9 day of December, 2002.

MASTERBLEND INTERNATIONAL, INC.

By:

Name: James A. McClurg


Title: President



STATE OF Ohio )  
 ) SS:  
COUNTY OF Cuyahoga )

BEFORE ME, a Notary Public for said county personally appeared the above-named James A. McClurg, President of Masterblend International, Inc., who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chardon Falls, Ohio, this 9<sup>th</sup> day of December, 2002.

  
Notary Public

**ROBERT BUTLER TOMARO, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R. C.**

