

03-27-2003

Form PTO-1594  
(Rev. 03/01)  
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102402084

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):

Ioana McNamara

3-25-03

- 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: Permacharge Corporation

Internal

Address: \_\_\_\_\_

Street Address: 541 Laser Road, N.E.

City: Rio Rancho State: New Mexico Zip: 87124

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New Mexico
- 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 9, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

U.S. Reg. No. 1,696,000 U.S. Reg. No. 2,050,952  
European Community Reg. No. 001988898

Additional number(s) attached  Yes  No

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

Name: Stephen A. Slusher

Internal Address: PEACOCK, MYERS & ADAMS, P.C.

Street Address: P.O. Box 26927

City: Albuquerque State: New Mexico Zip: 87125-6927

6. Total number of applications and registrations involved: \_\_\_\_\_

3

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-4213

(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.

Stephen A. Slusher

  
Signature

March 20, 2003

Date

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

4

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

03/26/2003 DBYRNE Name of Person Signing 00000052 1898094

01 FC:8521  
02 FC:8522

40.00  
50.00

TRADEMARK  
REEL: 002699 FRAME: 0387

**ASSIGNMENT OF TRADEMARK**

THIS AGREEMENT, made this 9 day of January 2003, by and between Ioana McNamara dba Permacharge Corporation (hereinafter "Assignor") and Permacharge Corporation (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademark(s) and service mark(s), and in and to the registrations and applications therefore and are listed on Exhibit A attached hereto and made a part hereof (hereinafter collectively called the "Trademarks");

WHEREAS, Assignor desires to transfer the entire ownership of the Trademarks to Assignee;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the parties agree as follows:

(1) Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, throughout the United States and in all foreign countries: (a) all of Assignor's right, title and interest in and to the Trademarks, including all existing and future registrations of such trademarks and all renewals thereof; (b) the good will of Assignor's business in connection with which the Trademarks are used and which is symbolized by said Trademarks; (c) the right to claim all benefits and priority rights under any applicable convention; (d) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including, without limitation, payments under all licenses entered into in connection with the Trademarks and all damages and payments for past and future infringements; (d) the right to sue for past, present and future infringements of the Trademarks; and (e) all other rights and benefits corresponding to the Trademarks.

(2) Assignor, and any legal representative of Assignor will assist the Assignee in the prosecution of any Trademark, and vesting in Assignee exclusive title to the same, including executing and delivering to Assignee any papers which may be requested by Assignee to carry out the terms of this Assignment.

(3) Assignor does hereby authorize and request the United States Commissioner of Patents and Trademarks to record this Assignment in the United States Patent and Trademark Office and to issue any and all registrations that may be granted pursuant to this Assignment to Assignee.

EXHIBIT "A"Registered Marks:

| <u>Mark</u> | <u>Filing Date</u> | <u>Reg. No.</u>     | <u>Owner of Record</u>                           |
|-------------|--------------------|---------------------|--|
| Wall Write® | June 23, 1992      | US: 1,696,000       | Ioana McNamara dba<br>Permacharge<br>Corporation |
| ClingZ®     | April 8, 1997      | US: 2,050,952       | Ioana McNamara dba<br>Permacharge<br>Corporation |
| ClingZ®     | January 17, 2002   | Europe: 001 988 898 | Ioana McNamara dba<br>Permacharge<br>Corporation |

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IN WITNESS WHEREOF. Assignor intends to be legally bound as of the date first written above.

ASSIGNOR:

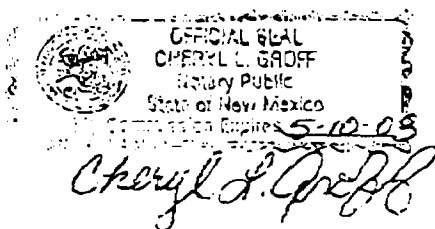
By: [Signature]  
Name: JOANA MCDONAMARA  
Its: \_\_\_\_\_

STATE OF New Mexico  
COUNTY OF Sandoval

I, Cheryl L. Groff, a notary public in and for, and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Joana McDonamara the V.P. of Int. Sales of Permacharge, is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said Instrument as the free and voluntary act of Joana McDonamara for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9 day of January, 03.

Notary Public



SCRONOP 318892 v2 January 9, 2003