

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.A.G. Eng. and Mfg. Co., Inc.		01/07/2004	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Howard and Veronica Allenbaugh Family Trust		
Street Address:	19525 Woodlands Lane		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92648		
Entity Type:	Trust: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78233524	KLEER DRAIN	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(949) 760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	MAGENG.050T		
NAME OF SUBMITTER:	Jeffrey Van Hoosear, Esq.		
Total Attachments: 3			
source=MAG1#page1.tif			
source=MAG1#page2.tif			
source=MAG1#page3.tif			

CH \$40.00 78233524

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is for the transfer of rights in the Trademark and Trademark Applications (as defined herein) from M.A.G. Eng. and Mfg. Co., Inc., a California corporation having its principal place of business at 15381 Assembly Lane, Huntington Beach, California 92649 ("MAG") to The Howard and Veronica Allenbaugh Family Trust, dated October 19, 1992, having a mailing address at 19525 Woodlands Lane, Huntington Beach, California 92648 (the "Allenbaugh Trust").

WHEREAS, MAG has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement worldwide ("Trademark");

WHEREAS, MAG has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, MAG is the owner of the applications for registration of the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (collectively referred to as "Trademark Applications");

WHEREAS, the Allenbaugh Trust is desirous of acquiring all rights, title, and interest in and to the Trademark and the Trademark Applications worldwide; and

WHEREAS, MAG is willing to assign to the Allenbaugh Trust all rights, title, and interest as MAG may possess in and to the Trademark and Trademark Applications worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, MAG hereby assigns and sells to the Allenbaugh Trust all rights, title, and interest as MAG may possess in and to the following:

- (1) the Trademark set forth in Schedule A; and
- (2) the Trademark Applications set forth in Schedule B;

together with the goodwill symbolized by said Trademark and Trademark Applications concurrent with the transfer of certain tangible assets as indicia of said goodwill, any causes of action for trademark infringement, and the right to recover and collect damages for past infringement.

MAG hereby agrees that it will authorize and request the Commissioner for Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to

register trademarks on applications as aforesaid, to register the trademark/service mark shown in the Trademark Applications to the Allenbaugh Trust, its successors, legal representatives and assigns.

MAG hereby agrees that it will communicate to the Allenbaugh Trust, its successors, legal representatives and assigns, any facts known to it with respect to the Trademark and/or Trademark Applications, will testify in any legal proceeding concerning the goodwill of the Trademark, sign all lawful papers concerning the Trademark and/or Trademark Applications, will make all rightful oaths, and will generally do everything possible to aid the Allenbaugh Trust, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for the Trademark set forth in Schedule A in all countries set forth in Schedule B.

IN WITNESS WHEREOF, MAG has caused this Assignment to be executed by its duly authorized representative below.

M.A.G. ENG. AND MFG. CO., INC. ("MAG")

By: [Signature]
Mark H. Allenbaugh
Vice President & General Counsel

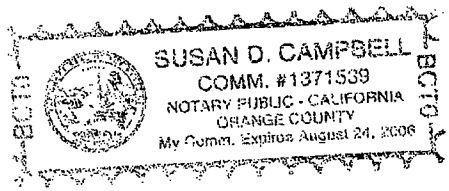
Date: January 7, 2004

STATE OF)
CALIFORNIA) ss.
COUNTY OF)
ORANGE

On 1/7/04, before me, SUSAN D. CAMPBELL, NOTARY PUBLIC, personally appeared Mark H. Allenbaugh, ~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in the authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



[Signature]
Signature

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Trademark:

KLEER DRAIN

SCHEDULE B

Trademark Applications:

<u>COUNTRY</u>	<u>TRADEMARK APPLICATION NO.</u>	<u>FILING DATE</u>	<u>MARK</u>
United States	78/233,524	April 3, 2003	KLEER DRAIN
Canada	1192317	October 1, 2003	KLEER DRAIN
China	3632343	July 15, 2003	KLEER DRAIN
European Community	3385713	October 2, 2003	KLEER DRAIN
Hong Kong	300087642	October 2, 2003	KLEER DRAIN
Mexico	622020	October 2, 2003	KLEER DRAIN
Taiwan	092058339	October 1, 2003	KLEER DRAIN

AWC-2467
120903

[CSS-3971.DOC; 111703]