

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mr. John L. Holwitz		05/07/2004	INDIVIDUAL:

**RECEIVING PARTY DATA**

Name:	Super-Krete, Inc.
Street Address:	1290 North Johnson Avenue, Suite 101
City:	El Cajon
State/Country:	CALIFORNIA
Postal Code:	92020
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2589070	SUPER-KRETE PRODUCTS
Registration Number:	2375309	SUPER-CRETE
Registration Number:	2377606	SUPER-KRETE

**CORRESPONDENCE DATA**

Fax Number: (619)235-0398  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 619 525 3865  
 Email: bfs@procopio.com  
 Correspondent Name: Procopio Cory Hargreaves & Savitch LLP  
 Address Line 1: 530 B Street, Suite 2100  
 Address Line 4: San Diego, CALIFORNIA 92101

ATTORNEY DOCKET NUMBER:	111689-1
NAME OF SUBMITTER:	Barry F. Soalt

Total Attachments: 3  
 source=Assignment#page1.tif  
 source=Assignment (2)#page1.tif

CH \$90.00 2589070



## NUNC PRO TUNC ASSIGNMENT OF U.S. TRADEMARKS

**WHEREAS**, John L. Holwitz., an individual, residing at 3228 Via Las Faldas, Jamul, CA 91935 (hereinafter Assignor), has adopted, used, and was until the effective date hereof the owner of the trademarks and service marks in the United States, pending and/or registered in the United States Patent and Trademark Office as set forth on annexed Schedule "A" (hereinafter collectively referred to as the Trademarks); and

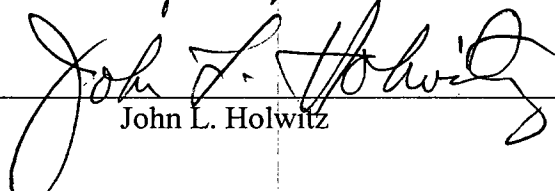
**WHEREAS**, Super-Krete International, Inc., a California corporation, having a principal place of business at 1290 North Johnson Avenue, Suite 101, El Cajon, CA 92020 (hereinafter Assignee), on 7th May, 200~~7~~ (effective date), acquired all right, title and interest in and to the Trademarks, including any choses in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks including the applications and registrations thereof as set forth on annexed Schedule "A"; and

**WHEREAS**, it is desired that the assignment of the Trademarks identified on annexed Schedule "A" be made of record in the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, the Assignor, as of the above date did hereby sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to each of the aforesaid Trademarks, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law,

for any infringement or infringements of said Trademark rights accruing on or before the date of the Assignment, together with the good will of the business symbolized by the Trademarks, and including the registrations thereof and any pending applications therefore, as set forth on annexed Schedule "A"; and Assignor agrees to execute any further documents, now and hereinafter necessary to perfect the rights herein assigned, all without further compensation to Assignor.

Executed this 7 day of May, 2004, at San Diego, California.

  
\_\_\_\_\_  
John L. Holwitz

**SCHEDULE "A"**  
**ISSUED TRADEMARK REGISTRATIONS**  
**U.S. PATENT AND TRADEMARK OFFICE**

<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
SUPER-KRETE PRODUCTS & Design	2589070	7/2/2002
SUPER-CRETE	2375309	8/8/2000
SUPER-KRETE	2377606	8/15/2000