

12-02-2003

12/03

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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):
 QUIN-T CORPORATION - NEW HAMPSHIRE
 12-2-03

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

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

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

Execution Date: 11/24/2003

2. Name and address of receiving party(ies)
 Name: Innovative Paper Technologies, LLC
 Internal Address: _____
 Address: _____
 Street Address: 6654 Gunpark Drive, Ste. 102
 City: Boulder State: CO Zip: 80301

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

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

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 1,819,486; 1,187,639; 1,153,932; 1,503,685;
 1,385,225; 1,385,224; 1,342,631; 0,405,678

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 8

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mary E. Dicig
 Internal Address: _____
 Schwartz, Cooper, Greenberger & Krauss Chtd.
 Street Address: 180 N. LaSalle Street
 Suite 2700
 City: Chicago State: IL Zip: 60601

7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 502803
 (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.

Mary E. Dicig Signature
 Name of Person Signing Date: 12/1/03

Total number of pages including cover sheet, attachments, and document: 5

12/03/2003 6TDN11 00000006 502803 1819486
01 FC:8521 40.00 BA
02 FC:8522 175.00 BA

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

TRADEMARK REEL: 002871 FRAME: 0764

ASSIGNMENT OF REGISTERED TRADEMARKS

This Assignment of Registered Trademarks (this "Assignment") is made as of the 24th day of November, 2003, by and between QUIN-T CORPORATION – NEW HAMPSHIRE, a Delaware corporation ("Seller"), and Innovative Paper Technologies, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS Seller has adopted, used, owns and is using the following trademarks which are registered in the United States Patent and Trademark Office (collectively, the "Marks"):

	<u>MARK</u>	<u>REG. NUMBER</u>	<u>SERIAL NUMBER</u>
1.	DMD180	1819486	74271748
2.	CEQUINBORD	1187639	73298960
3.	QUIN-T	1153932	73224945
4.	LENSWRAP	1503685	73688933
5.	TUFQUIN	1385225	73549962
6.	CORQUIN	1385224	73549961
7.	CEQUIN	1342631	73437356
8.	QUINTERRA	0405678	71460548

WHEREAS, Purchaser is desirous of acquiring the Marks and the good will associated therewith; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereto hereby agree as follows:

1. Seller does hereby assign unto Buyer all right, title and interest in and to the Marks, together with the good will of the businesses symbolized in the Marks.

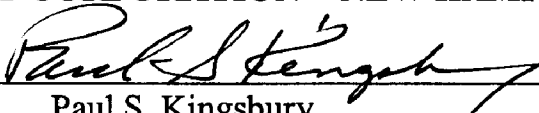
2. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, as the case may be.

3. Upon the request of the Buyer any time after the Closing, Seller will forthwith execute and deliver such instruments of assignment, transfer and other documents as Buyer or its counsel may request in order to perfect title to the Marks or otherwise to effectuate the purposes of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Registered Trademarks as of the date first above written.

QUIN-T CORPORATION - NEW HAMPSHIRE

By: 
Name: Paul S. Kingsbury
Its: Chairman of the Board and CEO

INNOVATIVE PAPER TECHNOLOGIES, LLC

By: 
Hunter R. Glasscock, a Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michelle R. Seely, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul S. Kingsbury, the Chairman of the Board and CEO of Quin-T Corporation – New Hampshire who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman of the Board and CEO, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24th day of November, 2003.

Michelle R. Seely
NOTARY PUBLIC



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Michelle R. Seely, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Hunter R. Glasscock, a Manager of Innovative Paper Technologies, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24th day of November, 2003.

Michelle R. Seely
NOTARY PUBLIC

