

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): John Wagner Associates, Inc.

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other Agreement to Share Ownership

Execution Date: May 17, 2004

2. Name and address of receiving party(ies)

Name: Mycoal Corporation Internal Address: 388 Minagawa-Johnai-Cho Street Address: Tochigi City, Japan City: State: Zip:

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State JAPAN, 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

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

A. Trademark Application No. (s) 76/474,731 and 76/409,233

B. Trademark Registration No. (s) 1,393,672

Additional number(s) attached Yes No

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

Name: Charles R. Cypher

Internal Address:

Law Offices of James R. Cypher

Street Address: 405 - 14th Street, Suite 1607

City: Oakland State: CA Zip: 94612

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:

03-4075 (Atty Dkt. No. JWA/434)

DO NOT USE THIS SPACE

9. Signature.

Charles R. Cypher Name of Person Signing

Signature

June 16, 2004 Date

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

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

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AGREEMENT to SHARE OWNERSHIP  
Of the HEAT TREAT TRADEMARKS

A. This AGREEMENT is between **Mycoal Corporation**, a corporation duly organized and existing under the laws of Japan with its principal place of business at 388 Minagawa-Johnai-Cho, Tochigi City, Tochigi Prefecture, Japan (hereinafter called "**Manufacturer**"), and **John Wagner Associates, Inc.**, a corporation duly organized and existing under the laws of State of California with its principal place of business at 20 West Main Street Suite 200, Alpine, Utah, U.S.A. (hereinafter called "**Distributor**").

B. Distributor is the owner of the following trademarks (hereinafter called "The Marks"):

HEAT TREAT & DESIGN, United States application no. 76/474,731, filed December 13, 2002, in class 1 for non-toxic chemical preparation contained in a small pouch that can be held in the hand or placed next to the body to convey warmth used mainly for winter recreation, and in class 10 for chemically activated heat releasing pads for therapeutic purposes, the design element showing a shield with a star burst design behind the words HEAT TREAT and a cross underneath the words HEAT TREAT.

HEAT TREAT, United States application no. 76/409,233, filed May 17, 2002, in class 10 for chemically activated heat releasing pads for therapeutic purposes.

HEAT TREAT & DESIGN, Canadian application no. 1,163,032, filed December 12, 2002, for nontoxic chemical preparation contained in a small pouch that can be held in the hand or placed next to the body to convey warmth used mainly for winter recreation and for chemically activated heat releasing pads for therapeutic purposes, the design element showing a shield with a star burst design behind the words HEAT TREAT and a cross underneath the words HEAT TREAT.

HEAT TREAT, Canadian application no. 1,161,748 filed December 9, 2002, for nontoxic chemical preparation contained in a small pouch that can be held in the hand or placed next to the body to convey warmth used mainly for winter recreation, and for chemically activated heat releasing pads for therapeutic purposes.

HEAT TREAT, United States Registration no. 1,393,672, granted May 20, 1986, in class 1 for nontoxic chemical preparation contained in a small pouch that can be held in the hand or placed next to the body to convey warmth used mainly for winter recreation.

Distributor wants to share ownership of The Marks with Manufacturer.

Distributor and Manufacturer agree as follows:

1. Distributor grants Manufacturer an equal share in all of Distributor's right, title and interest in The Marks together with an equal share of the good will of the business symbolized by The Marks, so that Distributor and Manufacturer are joint owners of The Marks to their mutual benefit.
2. Manufacturer, as consideration for the grant of an equal share of Distributor's right, title and interest in The Marks together with an equal share of the good will of the business symbolized by The Marks agrees to pay Distributor Five-hundred United States Dollars (US\$500).
3. Manufacturer and Distributor agree to not use any of The Marks with a cross design in the color red or orange, or in white on a red or orange background, or a colorable imitation thereof, or in any shade of the color blue, or use a cross or shield design without the words HEAT TREAT or with the words CROSS, BLUE or SHIELD.
4. Manufacturer and Distributor agree that Manufacturer's and Distributor's rights in The Marks can only be assigned if both Manufacturer and Distributor agree to the assignment in writing. Any assignee of The Marks shall accept all obligations and limitations described in this Agreement.
5. Manufacturer and Distributor agree to only use The Marks or any mark similar to The Marks on goods which are manufactured by Manufacturer and distributed by Distributor.
6. Manufacturer and Distributor agree to manufacture and maintain all goods used with The Marks or any mark similar to The Marks in good quality.
7. Manufacturer and Distributor agree to maintain the good reputation associated with The Marks.
8. Manufacturer and Distributor agree to cooperate with each other in the reasonable control of the use of The Marks and to permit reasonable inspection of the goods, packaging and any advertising with which The Marks are used to maintain the good reputation associated with the Marks.
9. Manufacturer and Distributor agree that so long as Manufacturer and Distributor use The Marks on goods manufactured only by the Manufacturer and distributed only by the Distributor, neither party may

interfere with the other party's reasonable use of The Marks except as described above, or interfere with the other party's actions to register or perfect the rights of Manufacturer and Distributor in the marks.

- 10. Manufacturer and Distributor agree that any changes to the Agreement must be in writing.

**Mycoal Corporation**

By: Karon Masia  
Name: KARON MASIA  
Title: PRESIDENT

Date: 17 May 2004

**John Wagner Associates, Inc.**

By: John B. Wagner Jr.  
Name: John B. Wagner Jr.  
Title: Chairman & CEO

Date: 17 May 2004