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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Christopher Johnson

- Individual(s) [checked] 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: Johnson Family Trust Internal Address: Orville and Debra Johnson, Trustees

Street Address: 1135 Flintlock Rd. City: Diamond Bar State: CA Zip: 91765

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] 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 [checked] Merger [] Security Agreement [] Change of Name [] Other []

Execution Date: August 13, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,586,006

Additional number(s) attached [] Yes [checked] No

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

Name: Var Lordahl

Internal Address:

Street Address: P.O. Box 5769

City: Buffalo Grove State: IL Zip: 60089

6. Total number of applications and registrations involved: []

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed [checked] Authorized to be charged to deposit account []

8. Deposit account number:

(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.

Var Lordahl Name of Person Signing

[Signature] 8-21-04 Date

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

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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TRADEMARK REEL: 003037 FRAME: 0684

TRADEMARK REGISTRATION ASSIGNMENT
FROM INDIVIDUAL TO TRUST


WHEREAS I, Christopher Johnson of 1135 Flintlock Road, Diamond Bar, California 91765, am sole owner of United States Trademark Registration Number 2,586,006, for the Mark SMARTOWEL and design, issued on June 25, 2002;

AND WHEREAS, Johnson Family Trust, Orville L. and Delories M. Johnson, Trustees, a Family Trust having an address of 1135 Flintlock Road, Diamond Bar, California 91765, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said Trademark Registration;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said Trademark Registration as set forth above;

UPON SAID CONSIDERATIONS, I hereby agree with the said assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and in enforcing any rights or chooses in action accruing, by giving testimony in any proceedings or transactions involving such Trademark Registration, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee.

8-13-04
Date


Signature