

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
Vanson Associates Limited Partnership		03/23/2005	LIMITED PARTNERSHIP: WASHINGTON
RECEIVING PARTY DATA			
Name:	Vanson, Inc.		
Street Address:	14716 NE 87th Street		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1016039	SEA-KLEAR	
CORRESPONDENCE DATA			
Fax Number:	(206)224-0779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	206.682.8100		
Email:	efiling@cojk.com		
Correspondent Name:	Faye L. Tomlinson		
Address Line 1:	1420 Fifth Avenue, Suite 2800		
Address Line 4:	Seattle, WASHINGTON 98101-2347		
NAME OF SUBMITTER:	Faye L. Tomlinson		
Signature:	/Faye L. Tomlinson/		
Date:	03/24/2005		

CH \$40.00 1016039

Total Attachments: 4

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**TRADEMARK
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CONFIRMATION OF ASSIGNMENT

WHEREAS, Vanson Associates Limited Partnership was a Washington limited partnership (Assignor) and was the owner of U.S. Trademark Registration No. 1,016,039 for the mark SEA-KLEAR;

WHEREAS, Vanson, Inc., was a Washington corporation (Assignee) and acquired the entire right, title and interest of Assignor in and to said trademark in and to the registration therefor;

NOW, THEREFORE, Assignee confirms that effective April 1, 1997 Assignor did sell, assign and transfer unto Assignee and Assignee did acquire Assignor's entire right and title to and interest in and to said trademark along with the goodwill associated therewith and in and to the registration therefor by virtue of an Assignment and Assumption Agreement executed by the parties with an effective date of April 1, 1997 and attached hereto as Exhibit A.

Executed at PORT Ludlow (city), WASHINGTON (state), this 23rd day of MARCH, 2005.

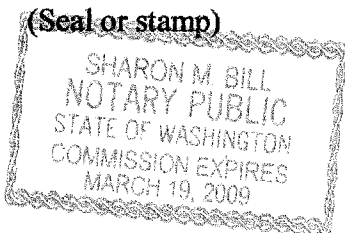
Vanson, Inc.

Jerry Wetherbee
Jerry Wetherbee
Title: Chairman

STATE OF WASHINGTON)
) ss.
COUNTY OF Jefferson)

I certify that I know or have satisfactory evidence that Jerry Wetherbee is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3-23-05



Sharon M. Bill
Signature
Printed Name: Sharon M. Bill
Notary Public
My appointment expires 3-19-09

VANSON ASSOCIATES LIMITED PARTNERSHIP

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into by and between Vanson Associates Limited Partnership, a Washington limited partnership ("**VALP**") and Vanson, Inc. ("**Vanson**") a Washington corporation. This Agreement shall be deemed effective for all purposes as of April 1, 1997 (the "**Effective Date**").

RECITALS

A. On April 1, 1997, the former general partner and all of the limited partners of VALP transferred all of their respective partnership interests to Vanson in exchange for Vanson common stock and Vanson became the general partner of VALP.

B. VALP desires to memorialize the transfer or assignment of all of its assets to Vanson effective as of April 1, 1997.

In consideration of the foregoing and the mutual agreements, covenants, and conditions herein contained, VALP and Vanson agree as follows:

AGREEMENT

1. Assignment of Rights.

1.1 Assignment and Assumption. As of the Effective Date, and as a part of the winding up of VALP, VALP shall transfer, convey, assign and deliver to Vanson and Vanson shall take and receive from VALP all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed of VALP (the "**Acquired Assets**").

1.2 To the extent any of the rights of VALP in the Acquired Assets are not subject to assignment hereunder, including without limitation any moral rights, VALP hereby irrevocably and unconditionally waives all enforcement of such rights.

2. Further Assurances

VALP hereby covenants and agrees that it will, at the reasonable request of Vanson, execute and deliver, and will cause to be executed and delivered, such further instruments of transfer, conveyance and assignment and take such other action as may reasonably be required to more effectively transfer, convey, assign and deliver to, and vest in, Vanson, its successors and assigns title to and possession of the Acquired Assets hereby transferred, conveyed, assigned and delivered, and to put Vanson in actual possession and operating control thereof.

3. Attorney-in-Fact

VALP hereby irrevocably constitutes and appoints Vanson, and its successors and assigns, as its attorney-in-fact, with full power of substitution, in its name or otherwise, on behalf of VALP for Vanson's use, to claim, demand, collect and receive at any time and from time to time any and all assets, properties, claims, accounts and other rights, tangible or intangible, real, personal or mixed, transferred, conveyed, assigned and delivered under this Agreement.

4. General Provisions

4.1 Severability. The parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is determined to be unenforceable or void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

4.2 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

4.3 Choice of Law. This Agreement shall be governed by the laws of the State of Washington without regard to its choice of law provisions.

4.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and lawful assigns.

4.5 Entire Agreement. This Agreement states the entire understanding between the parties and their successors in interest, to the extent permitted herein, with respect to the subject matter hereof, and merges and supersedes any promises or conditions in any other oral or written agreement. No provision of this Agreement may be amended or supplemented except by a written agreement signed by the parties hereto or their respective successors in interest.

(the remainder of this page has been intentionally left blank)

SIGNATURE PAGE – ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VANSON, INC.

By *Joy Allthorpe*
Its _____

**VANSON ASSOCIATES LIMITED
PARTNERSHIP**

By Vanson, Inc.
Its General Partner

By *Joy Allthorpe*
Its _____