

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/21/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Secondwind Products Incorporated		10/14/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Drymax, LLC
Street Address:	P.O. Box 99
City:	Granite Falls
State/Country:	NORTH CAROLINA
Postal Code:	28630
Entity Type:	Limited Liability Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2333771	ACTIVE DRY
Registration Number:	2455837	MICROZAP

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (704)444-1000
 Email: gstewart@alston.com
 Correspondent Name: Brian M. Davis
 Address Line 1: Alston & Bird LLP
 Address Line 2: 101 South Tryon Street, Suite 4000
 Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

ATTORNEY DOCKET NUMBER:	31761/255278
NAME OF SUBMITTER:	Gail B. Stewart

OP \$65.00 2333771

Signature:

/Gail B. Stewart/

Date:

10/21/2005

Total Attachments: 3

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**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES TRADEMARK REGISTRATIONS**

WHEREAS, *SECONDWIND PRODUCTS INCORPORATED*, a California corporation, having a principal place of business at P.O. Box 2300, Paso Robles, California 93447-2300 (hereinafter referred to as "Assignor"), was formerly the exclusive and record owner of the entire right, title and interest in and to the Trademarks and the corresponding United States Trademark Registrations therefor listed in the attached Schedule A (hereinafter referred to as the "Trademarks"):

WHEREAS, DRYMAX, LLC, a North Carolina Limited Liability Corporation, having a principal place of business at P.O. Box 99, Granite Falls, North Carolina 28630, (hereinafter referred to as "Assignee"), has acquired and purchased the Trademarks and associated goodwill from Assignor effective May 21, 2004, and is desirous of confirming that it has done so; and

WHEREAS, Assignor and Assignee desire to confirm and perfect the sale and assignment of the Trademarks effective May 21, 2004;

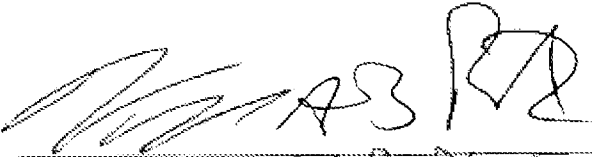
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby acknowledge and confirm that, effective May 21, 2004, Assignor sold, transferred, and assigned to Assignee the entire right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks, and all rights of action against third parties for past infringement thereof, the same to be held

and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this sale, transfer, and assignment not been made.

Assignor hereby warrants and covenants that it had the full power and authority to convey the rights, title and interests herein sold, transferred, and assigned to Assignee, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer as of the 14th day of October, 2005.

SECONDWIND PRODUCTS INCORPORATED

By: 
Name: William A. B. Blythe
Title: President & CEO

SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ACTIVE DRY	2,333,771	March 21, 2002
MICROZAP	2,455,837	May 29, 2001