

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
Salton, Inc.		03/10/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	CrowleyJones, LP		
Street Address:	500 San Marcos, Ste. 201		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78702		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78408217	WINGS	
Registration Number:	3058231	GEO-BRISTLE	
CORRESPONDENCE DATA			
Fax Number:	(512)480-0858		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(512) 477-3830		
Email:	dlangley@iptechlaw.com		
Correspondent Name:	H. Dale Langley, Jr.		
Address Line 1:	610 West Lynn		
Address Line 4:	Austin, TEXAS 78703		
ATTORNEY DOCKET NUMBER:	HORS:012, 013		
NAME OF SUBMITTER:	H. Dale Langley, Jr.		
Signature:	/hdljr/		
Date:	10/23/2006		

CH \$65.00 78408217

Total Attachments: 8

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TERMINATION AND ASSIGNMENT AGREEMENT

This Termination and Assignment Agreement to the Asset Purchase Agreement related to "Wings", "Stand Up Broom", and "Mini Wings" by and between Horseshoe Bowl, L.P. and Salton, Inc., dated as of September 20, 2004 (the "Termination Agreement") is entered into on the 11 day of March, 2006 by and between CrowleyJones, L.P., f/k/a Horseshoe Bowl, L.P., a Texas limited partnership and ("CJ") and Salton, Inc., a Delaware corporation ("Salton").

WHEREAS, CJ and Salton entered into an Asset Purchase Agreement, on September 20, 2004, (the "APA") for "Wings", "Stand Up Broom", and "Mini Wings" (as more particularly described in the APA) wherein Salton purchased all of CJ's right title and interest in and to the Product, all Intellectual Property, Production Tools and the Tooling (as "Product", "Production Tools," "Intellectual Property" and "Tooling" are defined in the APA); and

WHEREAS, both CJ and Salton desire to terminate the APA pursuant to Section 7 of the APA, and in connection therewith all right, title and interest in and to the Product, the Intellectual Property, the Tooling, the Production Tools (as "Product", "Production Tools", "Intellectual Property" and "Tooling" are defined in the APA) and/or any designs, drawings or specifications, and any other rights transferred to Salton pursuant to the APA, to the extent that they continue to exist on the date of this Agreement, shall revert back to CJ;

WHEREAS, Salton, pursuant to Section 7 of the APA desires to assign to CJ any and all rights, title and interest in and to the Product, the Intellectual Property, the Tooling, the Production Tools (as "Product", "Production Tools", "Intellectual Property" and "Tooling" are defined in the APA), and any designs, drawings or specifications, to the extent that they continue to exist on the date of this Agreement, in accordance with this Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to terminate the APA in the manner set forth below:

1. Both parties acknowledge that the APA is terminated in its entirety, and neither party has any further obligation to the other, provided, however, the provisions of the APA in Section 4(e), 7(c), and 10 of the APA and all confidentiality obligations of the parties to the APA, included in the APA and otherwise, shall survive the termination and continue.
2. Both CJ and Salton hereby waive any and all notice periods or other time periods required for termination of the APA as set forth in Section 7(a) of the APA or otherwise in the APA.

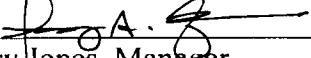
3. With respect to Salton's right to sell off any existing inventory pursuant to Section 7(b) of the APA, Salton agrees to provide to CJ on or before sixty (60) days following the two hundred and seventy (270) day time period set forth in Section 7(b), a written and detailed accounting setting forth the specific items of inventory and the actual selling price per item sold by Salton, along with the payment of the Purchase Price (as defined in the APA) if any, with respect to such inventory sold by Salton.
4. Salton, for itself and on behalf of its agents, representatives, successors and assigns, hereby irrevocably sells, assigns, transfers, and conveys to CJ, free and clear of all liens and encumbrances, any and all rights, title, and other interest owned by Salton in and to (i) the Product, the Intellectual Property, the Tooling, and the Production Tools (as "Product", "Intellectual Property" "Production Tools" and "Tooling" are defined in the APA), including, without limitation, any and all intellectual property, proprietary and similar rights throughout the world, applications therefore, and applications in process, disclosures, trade secrets, inventions, know how and discoveries, in and to the Product, the Intellectual Property, the Tooling, the Production Tools, and including, without limitation, those items identified on Exhibit "A" attached hereto or otherwise relating thereto; (ii) any and all designs, drawings, developments, practices, know how and specifications, designs, drawings, test, research, and invention notes, specifications, plans, procedures, trademarks, and any and all rights to the foregoing.
5. Salton, shall take any and all further and additional actions as reasonably required by CJ to evidence the foregoing assignments of record and otherwise, including, without limitation, by preparing, executing and filing any and all assignments with the United States Patent & Trademark Office ("USPTO"), foreign patent and trademark offices, and other ownership registries, as well as any other documents required by CJ.
6. Notwithstanding to the forgoing, Salton makes no representation , warranty or agreement concerning any tools or tooling which is: (i) not in the possession of Salton, or (ii) paid for by Salton.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, this Termination Agreement is signed by the parties effective as of the date first above written.

CROWLEYJONES, L.P,

By: CrowleyJones Management, LLC, its
General Partner

By: 
Terry Jones, Manager

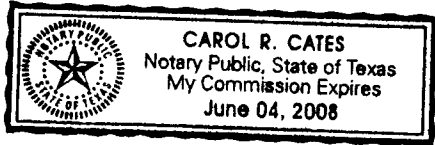
SALTON, INC.,

By: 
Name: Marc Levenstein
Its: Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this date personally appeared Terry Jones, manager of CrowleyJones Management, L.L.C., General Partner of CrowleyJones, L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal this 26th day of June 2006,
2006.



Carol R. Cates
Notary Public, State of Texas

STATE OF ILLINOIS §
 §
COUNTY OF Lake §

BEFORE ME, the undersigned authority, on this date personally appeared Man Levenstein, Sr Vice President of SALTON, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal this 10th day of March,
2006.

Shari Ross

Notary Public, State of Illinois



EXHIBIT "A"
Assigned Matters

U.S. Patent Application Ser. No. 10/653,801, filed on September 3, 2003, titled "EXTENDABLE IMPROVED CLEANING SYSTEM AND METHOD"

U.S. PATENT APPLICATION SER. NO. 10/824,814, FILED ON APRIL 15, 2004, TITLED "SWEEPER STAND AND GUARD SYSTEM AND METHOD"

PCT Application No. PCT/US2004/_____, filed on September 1, 2004, titled "EXTENDABLE IMPROVED CLEANING SYSTEM AND METHOD"

China Patent Application, corresponding to U.S. Ser. No. 10/653,801

China Patent Application, corresponding to U.S. Ser. No. 10/824,814

U.S. Trademark Application Ser. No. 78/402696, for "BRISTLE GUARD", filed April 15, 2004.

U.S. Trademark Application Ser. No. 78/408205, for "GEO BRISTLE" filed April 26, 2004.

U.S. Trademark Application Ser. No. 78/408217, for "WINGS" filed April 26, 2004.

U.S. Trademark Application Ser. No. 76/408232, for "OVATION" filed on April 26, 2004.

U.S. Trademark Application Ser. No. 78/482296, for "ROOTS" filed on September 13, 2004.

The Product (as defined in the APA)

The Intellectual Property (as define in the APA)

All Tooling (as defined in the APA)

All Production Tools (as defined in the APA)

Any designs, drawings or specifications, related to any of the above referenced items,

All other items transferred to Salton pursuant to the APA.

EXHIBIT "B"
Bill of Sale
BILL OF SALE

Salton, Inc., a Delaware corporation ("Seller"), for and in consideration of termination that certain Asset Purchase Agreement (the "APA") related to "SweepEZE" by and between Horseshoe Bowl, L.P. and Seller, dated as of September 20, 2004 pursuant to that Termination and Assignment Agreement, executed concurrently herewith (the "Termination Agreement") by and between Seller and CrowleyJones, L.P., a Texas limited partnership ("Purchaser"), the receipt and sufficiency of which is hereby acknowledged by the Seller, does hereby sell and assign to the Purchaser and its successors and assigns, forever, a one hundred percent (100%) undivided interest in the Seller's right, title and interest in and to the Assets, as more fully set forth below and in the Termination Agreement.

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Termination Agreement or APA, as applicable.

2. Sale and Assignment. The Seller, pursuant to the Termination Agreement, hereby SELLS, ASSIGNS, TRANSFERS, CONVEYS, SETS OVER AND CONFIRMS to the Purchaser, its successors and assigns, free and clear of all liens and encumbrances, to have and to hold forever, all of the Seller's right and title, interest and benefit, of every kind and character whatsoever in, to or with respect to all of the assets set forth below, wherever situated anywhere in the world (collectively, the "Assets"):

"*Assets*" means the following assets of Seller:

U.S. Patent Application Ser. No. 10/653,801, filed on September 3, 2003, titled "EXTENDABLE IMPROVED CLEANING SYSTEM AND METHOD"

U.S. PATENT APPLICATION SER. NO. 10/824,814, FILED ON APRIL 15, 2004, TITLED "SWEEPER STAND AND GUARD SYSTEM AND METHOD"

PCT Application No. PCT/US2004/_____, filed on September 1, 2004, titled "EXTENDABLE IMPROVED CLEANING SYSTEM AND METHOD"

China Patent Application, corresponding to U.S. Ser. No. 10/653,801

China Patent Application, corresponding to U.S. Ser. No. 10/824,814

U.S. Trademark Application Ser. No. 78/402696, for "BRISTLE GUARD", filed April 15, 2004.

U.S. Trademark Application Ser. No. 78/408205, for "GEO BRISTLE" filed April 26, 2004.

U.S. Trademark Application Ser. No. 78/408217, for "WINGS" filed April 26, 2004.

U.S. Trademark Application Ser. No. 76/408232, for "OVATION" filed on April 26, 2004.

U.S. Trademark Application Ser. No. 78482296, for "ROOTS" filed on September 13, 2004.

The Product (as defined in the APA)

The Intellectual Property (as define in the APA)

All Tooling (as defined in the APA)

All Production Tools (as defined in the APA)

Any designs, drawings or specifications related to any of the above referenced items

All other items transferred to Salton pursuant to the APA

Notwithstanding to the forgoing, Salton makes no representation , warranty or agreement concerning any tools or tooling which is: (i) not in the possession of Salton, or (ii) paid for by Salton.