

05-09-2008

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

5.7.08

RECOI  
TR



103501751

SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ITC, INC.

- Individual(s)
- General Partnership
- Corporation- State: Maryland
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) US

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 23, 2007

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: ACTIVE MINERALS INTERNATIONAL, LLC

Internal

Address:

Street Address: 6 North Park Drive

City: Hunt Valley

State: MD

Country: USA Zip: 21030

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability C Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,192,867

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Robert M. Gamson, Esquire

Internal Address: HODES, PESSIN & KATZ, P.A.

Street Address: 901 Dulaney Valley Road, Suite 400

City: Towson

State: MD Zip: 21204

Phone Number: 410-769-6145

Fax Number: 410-832-5637

Email Address: rgamson@hpklegal.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-3875

Authorized User Name Robert M. Gamson

9. Signature:

Robert M. Gamson  
Signature

May 7, 2008  
Date

Robert M. Gamson

Name of Person Signing

Total number of pages including cover

5

OFFICE OF PUBLIC RECORDS

FINANCE SECTION  
MAY 10 2008

**ASSIGNMENT OF TRADEMARKS AND  
TRADEMARK REGISTRATION RIGHTS**

**WHEREAS**, ITC, INC., a Maryland corporation ("Company"), is the owner of the trademark applications and registrations set forth on Exhibit A attached hereto ("Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations, and Company or its predecessors in interest has adopted, has used and is using the Registered Trademarks; and

**WHEREAS**, ACTIVE MINERALS INTERNATIONAL, LLC, a Delaware limited liability company ("Buyer"), has agreed to acquire (a) all of Company's right, title and interest in and to the Registered Trademarks and (b) all of Company's common law trademarks, service marks and trade names that constitute "Owned Intellectual Property" pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 23, 2007, by and among Buyer, Active Minerals, Inc., the Company and others (such common law marks and the Registered Trademarks are collectively referred to herein as the "Trademarks"), and Company has agreed to transfer to Buyer all of Company's right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Company hereby sells, assigns and transfers to Buyer, its successors and assigns, Company's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and together with any and all claims and demands that Company (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Company if this assignment and sale had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the applicable covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Company and its successors and assigns, and shall inure to the benefit of Buyer and its successors and assigns.

Company agrees to execute and deliver at the request of the Buyer, all other papers, instruments and assignments, and to perform any other reasonable acts the Buyer may require in order to vest all Company's rights, title and interest in and to the Trademarks to the Buyer and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Company.

IN TESTIMONY WHEREOF, Company has caused its duly authorized officer to execute and deliver this instrument as of May 23, 2007.

ITC, INC.

By: James H. Sparks  
James H. Sparks, Chief Executive Officer

ACTIVE MINERALS INTERNATIONAL, LLC

By: Dennis C. Parker  
Dennis C. Parker, President

State of ILLINOIS )  
 ) SS.  
City/County of COOK )

Before me, a notary of the state and city/county aforesaid, personally appeared James H. Sparks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a duly elected, qualified and acting officer of ITC, Inc., and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as a duly elected, qualified and acting officer.

IN WITNESS HEREOF, I hereunto set my hand and seal of my office on this 22<sup>nd</sup> day of May, 2007.

(Seal)



Bonnie L. Reddel  
Notary Public

My Commission Expires: \_\_\_\_\_

[Signature page to Assignment of Trademarks and Trademark Registration Rights continues on next page.]

State of ILLINOIS )  
 ) SS.  
City/County of COOK )

Before me, a notary of the state and city/county aforesaid, personally appeared Dennis C. Parker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a duly elected, qualified and acting officer of ITC, Inc., and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as a duly elected, qualified and acting officer.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on this 22<sup>nd</sup> day of May, 2007.

(Seal)



*Bonnie L Reddel*  
Notary Public

My Commission Expires: \_\_\_\_\_

[Signature page to Assignment of Trademarks and Trademark Registration Rights.]

**EXHIBIT A**

<b>Trademarks</b>				
<b>Trademark</b>	<b>Owner</b>	<b>Country Name</b>	<b>Status Class(es)</b>	<b>Registration Number</b>
ACTI-GEL	ITC, Inc.	Australia	Registered 1	891265
ACTI-GEL	ITC, Inc.	China, Peoples Republic	Registered 1	1970273
ACTI-GEL	ITC, Inc.	Indonesia	Registered 1	520898
ACTI-GEL	ITC, Inc.	Indonesia	Registered 1	520897
ACTI-GEL	ITC, Inc.	Japan	Registered 1	4639003
ACTI-GEL	ITC, Inc.	Korea, Republic of	Registered 1	0568765
ACTI-GEL	ITC, Inc.	Malaysia	Registered 1	01013714
ACTI-GEL	ITC, Inc.	Malaysia	Registered 1	01013715
ACTI-GEL	ITC, Inc.	New Zealand	Registered 1	647,027
ACTI-GEL	ITC, Inc.	Singapore	Registered 1	T01/16223H
ACTI-GEL	ITC, Inc.	Taiwan	Registered 1	01021466
ACTI-GEL	ITC, Inc.	Taiwan	Registered 1	01018084
ACTI-GEL	ITC, Inc.	Thailand	Registered 1	Kor165097
ACTI-GEL	ITC, Inc.	Viet Nam	Registered 1	45761
ACTI-GEL	ITC, Inc.	Viet Nam	Registered 1	49083
ACTI-MIN	ITC, Inc.	Australia	Registered 1	891,266
ACTI-MIN	ITC, Inc.	China, Peoples Republic	Registered 1	1970276
ACTI-MIN	ITC, Inc.	European Community	Registered	3714102
ACTI-MIN	ITC, Inc.	Japan	Registered 1	4639002
ACTI-MIN	ITC, Inc.	Korea, Republic of	Registered 1	559300
ACTI-MIN	ITC, Inc.	New Zealand	Registered	647,026
ACTI-MIN	ITC, Inc.	Singapore	Registered 1	T01/16222Z
ACTI-MIN	ITC, Inc.	Thailand	Registered 1	KOR165096
ACTI-SPERSE	ITC, Inc.	United States of America	Registered	2,192,867

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