

09-03-2008

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



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To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies):

ACTIVE MINERALS COMPANY, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Virginia

Additional names of conveying parties attached? Yes No

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, Suite 105

City: Hunt Valley

State: MD

Country: US Zip: 21030

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Limited Liability 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)

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

Execution Date(s) May 23, 2007

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

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)

2,234,634 2,246,548 2,691,498 2,884,848

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:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 50-3875

Authorized User Name Robert M. Gamson

9. Signature:

Robert M. Gamson
Signature

Aug 29 2008
Date

Robert M. Gamson
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0900, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA, 22313-1450

01 FC:8525
02 FC:8522

40.00 DA
75.00 DA

**ASSIGNMENT OF TRADEMARKS AND
TRADEMARK REGISTRATION RIGHTS**

WHEREAS, ACTIVE MINERALS COMPANY, LLC, a Virginia limited liability company (the "Company"), is the owner of the trademark applications and registrations set forth on Exhibit A attached hereto (the "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 (the "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., 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 manager to execute and deliver this instrument as of May 23, 2007.

ACTIVE MINERALS COMPANY, LLC

By: James H. Sparks
James H. Sparks, Manager

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 Active Minerals Company, LLC, and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself as a duly elected, qualified and acting manager.

IN WITNESS HEREOF, I hereunto set my hand and seal of my office on this 22nd 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 Active Minerals Company, LLC, and that he executed the foregoing instrument for the purposes therein stated, by signing the name of the limited liability company by himself as a duly elected, qualified and acting manager.

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

(Seal)



Dennis C. Parker
Notary Public
Bonnie L Reddel

My Commission Expires: _____

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

EXHIBIT A**Trademarks**

Trademark	Owner	Country Name	Status Class(es)	Registration Number
ACTI-GEL	Active Minerals Company, LLC	European Community	Opposed 1	3,714,061
ACTI-GEL	Active Minerals Company, LLC	United States of America	Registered 1	2,234,634
ACTI-MIN	Active Minerals Company, LLC	United States of America	Registered 1	2,246,548
Acti-Quench	Active Minerals Company, LLC	United States of America	Registered 1	2,691,498
SPA-GEL	Active Minerals Company, LLC	United States of America	Registered 3	2,884,848

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