

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
Raindrip, Inc.		10/30/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	National Diversified Sales, Inc.		
Street Address:	851 N. Harvard Avenue		
City:	Lindsay		
State/Country:	CALIFORNIA		
Postal Code:	93247		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1172139	RAINDRIP	
Registration Number:	1658662	DRIP HYDRANT	
Registration Number:	2686626	STRETCH 'N LOCK	
CORRESPONDENCE DATA			
Fax Number:	(310)824-9696		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-824-5555		
Email:	docketla@fulpat.com		
Correspondent Name:	I. Morley Drucker		
Address Line 1:	Fulwider Patton LLP		
Address Line 2:	6060 Center Drive, Tenth Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90045		
ATTORNEY DOCKET NUMBER:	NDS-78365		
NAME OF SUBMITTER:	I. Morley Drucker		

OP \$90.00 1172139

Signature:

/I. Morley Drucker/

Date:

11/04/2008

Total Attachments: 5

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ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT

This ACKNOWLEDGEMENT OF TRADEMARK ASSIGNMENT by RAINDRIP, INC., now a dissolved California corporation, previously domiciled at 2250 Agate Court, Simi Valley, California 93065, referred to herein as "ASSIGNOR," and NATIONAL DIVERSIFIED SALES, INC., a California corporation, at 851 N. Harvard Avenue, Lindsay, California 93247 United States, referred to herein as "ASSIGNEE."

RECITALS

WHEREAS, prior to December 29, 2000, ASSIGNOR was the owner of the entire right, title, and interest in certain U.S. and foreign marks, registered trademarks and trademark applications, including the goodwill of the company symbolized by the marks and registrations, said marks, registered trademarks and trademark applications being listed in "Exhibit A" attached hereto, and including any and all common law rights therein, and referred to herein as the "TRADEMARKS;" and

WHEREAS, ASSIGNOR and ASSIGNEE (or an affiliate of ASSIGNEE) have entered into a Stock Purchase Agreement dated December 29, 2000, under which ASSIGNOR effectively transferred and assigned ownership of the TRADEMARKS to ASSIGNEE and ASSIGNOR and ASSIGNEE now desire to acknowledge and confirm said transfer and assignment with a recordable document.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Closing (as defined in the Stock Purchase Agreement), ASSIGNOR hereby confirms said transfer and assignment to ASSIGNEE of the entire right, title, and interest in and to said TRADEMARKS and the goodwill of the company symbolized by the TRADEMARKS, including the right to file foreign applications directly in the name of the ASSIGNEE and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise, and sells, assigns, transfers, and sets over to ASSIGNEE all income, royalties, damages, or payments due or payable as of the effective date of that certain Stock Purchase Agreement or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the TRADEMARKS, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

FURTHER, ASSIGNOR agrees that, upon request and without further compensation, but at no expense to ASSIGNOR, it and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, maintaining, renewing, sustaining, or enforcing the TRADEMARKS in the United States and throughout the world, and for perfecting, recording, and maintaining the

title of ASSIGNEE, its successors and assigns, to said TRADEMARKS in the United States and throughout the world.

FURTHER, ASSIGNOR represents and warrants that it has not granted to any other or others any rights inconsistent with the rights granted herein.

FURTHER, ASSIGNOR authorizes and requests the Commissioner of Patents & Trademarks of the United States and of all foreign countries to issue any registrations granted for said TRADEMARKS to ASSIGNEE, its successors and assigns, as the assignee of the entire interest in the TRADEMARKS.

[Signature Page Follows]

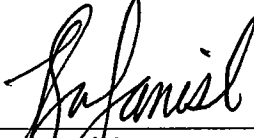
"Exhibit A"

Trademarks

<u>Trademark</u>	<u>Country</u>	<u>App. or Reg. Number</u>
RAINDRIP	United States	Reg. No. 1,172,139
RAINDRIP	Canada	Reg. No. TMA383,830
RAINDRIP	Portugal	Reg. No. 255,916 MNA
RAINDRIP	Sweden	Reg. No. 227,993
RAINDRIP	Switzerland	Reg. No. 409,722
RAINDRIP	China	Reg. No. 1,448,488
RAINDRIP	Italy	Reg. No. 815,679
RAINDRIP	Greece	App. No. 113,505
RAINDRIP & Design	France	Reg. No. N 1600950
RAINDRIP	France	Reg. No. 1,104,786
RAINDRIP	Germany	Reg. No. 1,153,447 <i>expired</i>
RAINDRIP	Spain	Reg. No. 1,248,259 M5 <i>cancelled</i>
RAINDRIP	United Kingdom	Reg. No. B1,337,859 <i>expired</i>
RAINDRIP	Japan	Reg. No. 2,395,304 <i>expired</i>
RAINDRIP	Japan	Reg. No. 2,450,294 <i>expired</i>
DRIP HYDRANT	United States	Reg. No. 1,658,662
STRETCH N' LOCK	United States	Reg. No. 2,686,626
BUBBLER HYDRANT	United States	Reg. No. 1,931,081 <i>cancelled</i>
DRIP SOAKER	United States	App. No. 74/556,009 <i>abandoned</i>
DRIP-A-LONG	United States	Reg. No. 2069560 <i>cancelled</i>
DRIP WATERING SOAKER HOSE	United States	App. No. 74/720,187 <i>abandoned</i>

IN WITNESS WHEREOF, ASSIGNOR has executed this
ACKNOWLEDGMENT OF TRADEMARK ASSIGNMENT on the date written below:

RAINDRIP, INC.

By: 
Barry Hamish
in his capacity as President of
Raindrip, Inc. as of December 29, 2000

Date: OCT 30, 2008

[Include Notarization]

Please see attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

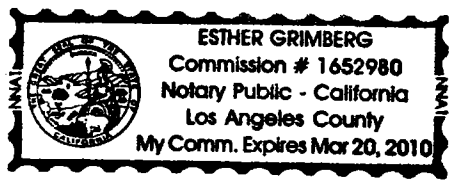
State of California

County of Los Angeles }

On October 30, 2008 before me, Esther Grimberg-Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Barry Hanish
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

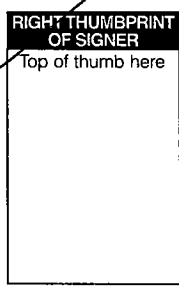
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

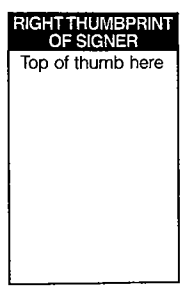
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____