

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
Capper Corporation		06/10/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	MiracleCorp Products		
Street Address:	2425 W. Dorothy Lane		
City:	Dayton		
State/Country:	OHIO		
Postal Code:	45439		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2278019	EQUI-BLOCK	
CORRESPONDENCE DATA			
Fax Number:	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-443-6817		
Email:	trademarks@thompsonhine.com		
Correspondent Name:	Roger H. Bora		
Address Line 1:	P.O. Box 8801		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	534178-001US33		
NAME OF SUBMITTER:	Roger H. Bora		
Signature:	/roger h bora/		
Date:	07/21/2009		

OP \$40.00 2278019

Total Attachments: 4

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EXHIBIT H

DEFERRED EFFECTIVENESS TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is being executed as of the 10 day of June, 2005 by CAPPER CORPORATION, a California corporation having its principal office at 23182 Alcalde Drive, Suite F, Laguna Hills, California 92653 ("Assignor"), under the following circumstances:

A. Pursuant to an Asset Purchase Agreement of even date herewith between Assignor and MiracleCorp Products, an Ohio corporation having its principal place of business at 2425 W. Dorothy Lane, Dayton, Ohio 45439 ("Assignee"), Assignee is acquiring certain business and assets of Assignor. The business and assets of Assignor that are being acquired by Assignee are those related to Assignor's Equi-Block product line (the "Equi-Block Product Line").

B. In connection with its Equi-Block Product Line, Assignor owns and has adopted various trademarks including, but not limited to, those listed on Exhibit 1 hereto, and all of the goodwill of the business associated with such trademarks. Under the terms of the Asset Purchase Agreement, Assignment of such trademarks is to be deferred until the date on which Assignee makes payment in full to Assignor of the Deferred Payments, as defined in the Asset Purchase Agreement (such date is hereinafter referred to as the "Effective Date"). Payment in full of the Deferred Payments is scheduled to occur on September 15, 2007, subject to Assignee's right to accelerate such payment.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, effective as of the Effective Date, Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, the entire right, title and interest in the trademarks listed in Exhibit 1 hereto, the common law rights associated therewith and the registrations and applications therefor, in the United States and countries foreign thereto, and all of the goodwill of the business associated with the use of and symbolized by said trademarks together with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Trademark Assignment, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

For the above consideration, Assignor agrees promptly upon request of the Assignee, its successors or assigns, to execute and deliver without further compensation any papers which may be necessary or desirable fully to secure to the Assignee, its successors and assigns, the trademarks and any rights therein, in the United States and in any country foreign thereto.

In the event Assignee fails to make payment in full of the Deferred Payments on or before December 15, 2007, this Assignment shall be null and void and of no force or effect.

IN WITNESS WHEREOF, CAPPER CORPORATION by its duly authorized officer, does hereby set its hand and seal as of the day and year indicated above.

CAPPER CORPORATION

By: 

Jon A. Gates, President

State of)
) ss
County of)

Before me, a notary public for the above county and state, personally appeared JON A. GATES, who is to me personally known, and acknowledged the execution of the foregoing instrument of Assignment to be his free act and deed.

June ____, 2005

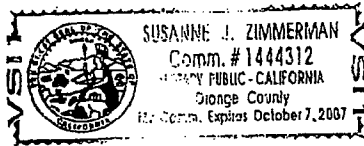
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange } ss.

On 6/10/05, before me, Susanne Zimmerman
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Jon A. Gates
Name(s) of Signer(s)

personally known to me
 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.

WITNESS my hand and official seal.

Susanne J. Zimmerman
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: Exn. H to Purchase Agr.

Document Date: 6/10/05 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

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

Signer Is Representing: _____

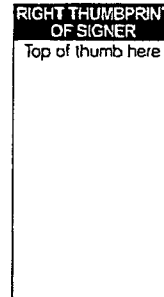


EXHIBIT 1 TO TRADEMARK ASSIGNMENT

Registered Trademarks

Description

Registration Information

EQUI-BLOCK

U.S. Reg. No. 2,278,019

Common Law Trademarks, Brand Names and Logos

PAIN RELIEF PROGRAM OF CHAMPIONS

TOPICAL PAIN RELIEVER OF CHAMPIONS (and logo)