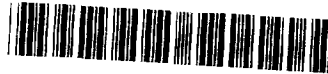


01-09-2002



Assistant Commissioner for

1 original documents or copy thereof.

1. Name of conveying party

101937655

and address of receiving party(is):

Robert W. Vogel
Irma F. Vogel

Name: Aervoe-Pacific Company, Inc. PC
Street Address: 1198 Mark Circle
Mailing Address: P.O. Box 485
City: Gardnerville
State: NV
ZIP: 89410

Additional name(s) of conveying party(is) attached?

Yes No

9-24-01

3. Nature of conveyance:

- Assignment
- Merger
- Security of Agreement
- Change of Name
- Stock & asset agreement

Additional name(s) and address(es) attached?

Yes No

Execution Date: December 31, 1986

4. Application number(s) or trademark registration number(s): 714,821

If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s) _____ B. Trademark No.(s) _____

Additional numbers attached? Yes No

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

Name: Mark C. Jacobs, Esq.
Address: 3033 El Camino Avenue
City/State/Zip: Sacramento, CA 95821

6. Total number of applications and patent involved: ONE (1)

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be changed to deposit account

8. Deposit account number: _____
(Attached duplicate copy of this page if paying by deposit account)

40E

09/26/2001 BUYRME 00000025 714821

DO NOT USE THIS SPACE

01 FC:481

40.00

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark C. Jacobs, Esq.

Name of Person Signing

Signature

Date

9-19-01

Actual

STOCK PURCHASE AGREEMENT

THIS AGREEMENT is deemed made at San Leandro, California on the 31st of December, 1986, by and between AERVOE-PACIFIC COMPANY, INC., a California corporation, hereinafter referred to as BUYER, and ROBERT W. VOGEL and IRMA F. VOGEL, his wife, hereinafter referred to as SELLER.

WITNESSETH:

BUYER agrees to buy and SELLER agrees to sell all of the issued and outstanding common stock (780 shares) of E-Z Est Products, Co., Inc., a California corporation, hereinafter referred to as E-Z-EST, having its principal place of business at 2538 Adeline Street, Oakland, California 94607, for the price and upon the terms, conditions and warranties set forth below:

1. SELLER hereby expressly warrants and guarantees the following:

a) That SELLER is the owner and holder of all the issued and outstanding common stock of E-Z-EST and that the total number of issued and outstanding shares of common stock is 780.

b) That there are no encumbrances of any nature whatsoever, except certain restrictions by the California Corporation Commission on the transfer of stock, written or oral, outstanding against any of the collective or individual shares of stock to be transferred hereunder, and that SELLER has title free and clear of any claims of any nature whatsoever against said shares and is able to transfer each, every and all of said shares to BUYER and to pass good title thereto.

c) That E-Z-EST is a California corporation in good standing and SELLER shall furnish BUYER a Certificate of Good Standing from the Secretary of State of California as of January 1, 1987.

d) That SELLER shall indemnify and hold BUYER harmless from any and all claims of any type whatsoever arising out of the operation of E-Z-EST's business prior to the close of business on December 31, 1986, that would affect the price, but only if said claims are not disclosed and full provision not made therefor in the financial statement as of December 31, 1986.

e) That SELLER shall defend, indemnify and hold BUYER harmless from any tax liabilities or assessments against E-Z-EST as a result of its business operation prior to the close of business on December 31, 1986.

2. SELLER hereby sells, transfers and delivers to BUYER 780 shares of the common stock of E-Z-EST thereby constituting BUYER the sole owner of all the issued and outstanding shares of the common stock of E-Z-EST.
3. BUYER shall pay as full purchase price for all said stock the sum total of approximately SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) based on the following:
 - a) The net worth of E-Z-EST as of 12/31/86 based on the accounting practices and principals used in the Cothran and Johnson CPA 6/30/86 statement given the BUYER by the SELLER. Purchase price shall be adjusted up or down based on the net worth formula $x .5914$ factor (i.e., $6/30/86\ 126,819.00 \times .5914 = \$75,000.00$).
 - b) The verified list and tagging of assets as scheduled in exhibit A.
 - c) As of 3/31/87, SELLER will purchase from BUYER any accounts receivable older than 90 days which have not been allowed for as doubtful accounts on the 12/31/86 balance sheet.
4. On Monday, January 5, 1987, an inventory of all goods, fixed assets, accounts payable/receivable shall be taken by a team made up of at least one representative of the BUYER and SELLER. Costing shall be consistent with past inventories. These lists shall be attached to this agreement and made Exhibit B.
5. Payment of said purchase price shall be made as follows:
 - a) Cash in the sum of Five Thousand Dollars (\$5,000.00) to be paid at time of execution of this agreement.
 - b) Cash in sum of the balance as determined by 12/31/86 accounting statement (to be paid on completion of financial statements 12/31/86) and net worth formula as identified in paragraph 3.
6. SELLER shall deliver to BUYER on payment of full purchase price the resignation of all E-Z-EST officers and Board of Directors and turn over all corporate records.
7. BUYER shall employ SELLER as a full time employee at his present rate of pay for a 90 day period ending 3/30/87. SELLER shall train such employees as designated by BUYER and identify all E-Z-EST financial data, customer lists, formulas and any other trade data required to operate the business. BUYER and SELLER are not related parties as that term is defined in the Internal Revenue Code, nor do the constructive ownership rules contained therein apply.

8. BUYER and SELLER shall enter into a three (3) year covenant not to compete agreement (Exhibit C) which provides for \$75,000.00 total payments to SELLER payable quarterly starting 4/1/87 at the rate of \$6,250.00 plus 8 percent simple interest on the unpaid balance. The obligation shall be evidenced by a promissory note guaranteed by the BUYER.

9. During the period ending 12/31/89, the SELLER may from time to time operate in a sales representative capacity for the BUYER with the following minimum compensation guarantee:

a) Prepaid medical and dental coverage equal to that provided other E-Z-EST employees for 36 months after 12/31/86.

b) A two percent override on all E-Z-EST net sales (minimum estimated at \$350,000.00 per year for three years) plus a three percent override on new account business generated specifically by SELLER (to be paid quarterly).

10. SELLER Robert W. Vogel hereby acknowledges that he has been President and General Manager of E-Z-EST since 1970, and that in said position he was in charge of the day-to-day operations of E-Z-EST and is knowledgeable regarding E-Z-EST's obligations concerning any and all contracts of sales, employment, manufacturer's representatives, sales representatives, distributors, labor relations, collective bargaining or other union contracts of any nature whatsoever which may be heretofore entered into by E-Z-EST. *and further acknowledges that Seller has been made knowledgeable concerning said facts* DH

11. SELLER represents that E-Z-EST operations have been managed since 6/30/86 in a manner consistent with normal operations without special bonus, commission or other cash expenditures. SELLER will make available through designated CPA representatives the E-Z-EST tax returns and accounting work papers to BUYER's CPA; and that this data shall not materially alter the financial position of E-Z-EST as represented by the 6/30/86 statement. (M)

12. BUYER acknowledges that E-Z-EST is currently leasing its facilities in Oakland, California, and that BUYER is familiar with the terms of said lease which is being assumed by BUYER as part of this agreement.

13. Subject to all of the provisions herein contained, said sale and transfer of ownership, title and possession (date of closing) of said stock shall pass no later than 5:00 p.m. on December 31, 1986.

14. The SELLER and the BUYER shall each pay and absorb their own respective counsel fees and costs pertaining to the creation and execution of this agreement and the consummation hereof, with the exception of the escrow fees. If said escrow is required, then BUYER and SELLER shall each pay one-half of said escrow fees.

15. In the event of litigation involving the interpretation, enforcement or any alleged breach of this agreement, the prevailing party in all such litigation shall be entitled to receive from the other party or parties thereto the prevailing party's reasonable attorney's fees, as well as court costs.

16. If any section, part, clause or phrase hereof is for any reason held to be invalid or unenforceable, the remaining sections of this agreement shall not be affected, but will remain in full force and effect.

17. This agreement shall be enforced and interpreted under and pursuant to the laws of the State of California and shall be enforceable in any court of appropriate jurisdiction in the State of California.

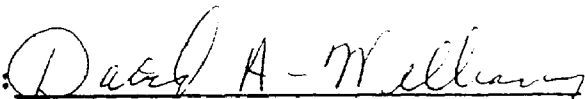
18. This agreement shall be binding upon and enure to the benefit of the parties herto and their respective heirs, successors, assigns, affiliates and the subsidiaries.

Seller

AERVOE-PACIFIC COMPANY, INC.
Buyer



ROBERT W. VOGEL

By: 

President



IRMA F. VOGEL

By: 

Secretary

Owners of 780 shares
of E-Z-EST Products Co., Inc.
as community property

ASSIGNMENTS

REG. NO.	714,821
SER. NO.	

- No previous assignments of record as of 31 AUG 1968
- See Title Record for ownership information prior to this record

Serial No.	Filing Date	187	037	May 2, 1961	714,821
Date	1-14-70 Ack, 1-26-70	(Trade-Mark)		Registration Date	Reg. No.
Registrant	E-Z-est Products Co., Inc.				
Assignor	E-Z-Est Products Co., Inc., 2528 Adeline St., Oakland, Calif. 94623 a Calif. corp.				
Assignee	Irvan, Incorporated, 2528 Adeline St., Oakland, Calif. 94623 a Calif. corp.				
Brief	Assigns the entire interest, and the good will.				

40

Serial No.	Filing Date	198	436	May 2, 1961	714,821
Date	July 2, 1970	(Trade-Mark)		Registration Date	Reg. No.
Registrant	E-Z-est Products Co., Inc.				
Assignor	Irvan, Incorporated				
Assignee	E-Z-Est Products Co., Inc.				
Brief	Certified copy of change of name filed in the Office of the Secretary of State of California on July 1, 1970.				

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TRADEMARK ASSIGNMENT QUERY AS OF 9/4/2001 10:36:50
REEL/FRAME DATA

REEL: 2294 DATE LAST UPDATED: 07/27/2001
FRAME: 0898 DATE IN SYSTEM:
DATE KEYED IN:
NUMBER OF PAGES: 002 RECORDATION DATE: 04/25/2001
DATE MAILED: 07/27/2001
ELECTRONIC SUBMISSIONN ASSIGNMENT RECEIPT DATE: 05/14/2001
PTAS SUBMISSION: Y CONVEY EFFECTIVE DATE:

CORRESPONDENCE

NAME: MARK C. JACOBS, ESQ.
3033 EL CAMINO AVENUE
SACRAMENTO, CA 95821

BRIEF CODE: 22
BRIEF TEXT: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

ENTRY: 001
NAME: AERVOE-PACIFIC COMPANY
FORMERLY:
ENTITY: 98 - UNKNOWN
ENTITY TEXT:
CITIZENSHIP: -
EXECUTION DATE: 04/23/2001

RECEIVING PARTY DATA

ENTRY: 600
NAME: ATHENA INTERNATIONAL, INC.
COMPOSED OF:
DBA/AKA/TA:
ADDRESS: 1100 MARK CIRCLE
P.O. BOX 398
GARDNERVILLE
STE/CTRY CODE: NV - NEVADA
ZIP CODE: 89410
ENTITY: 98 - UNKNOWN
ENTITY TEXT:
CITIZENSHIP: NV - NEVADA

DOMESTIC REPRESENTATIVE DATA

NAME:

PROPERTY DATA

SERIAL NUMBER: 72100236 FILING DATE: 07/05/1960
REGISTRATION NUMBER: 0714821 ISSUE DATE: 05/02/1961
WORD MARK: E.Z.EST
MARK DESCRIPTION: WORDS, LETTERS, OR NUMBERS IN TYPED FORM
LOCATION: 830 - POST REGISTRATION
LOCATION DATE: 09/04/01
EXAMINER: