

05-15-2002

HEET



To the Honorable Commissioner of Patents and Trademark

reof.

102090945

1. Name of conveying party(ies):

James D. Vincent and Cecily C. Pearson Vincent

5-6-02

- Individual(s)- USA citizenship
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

Address of receiving party(ies)

Name: RIP LLC
Address: 5050 Yellowstone Highway
Idaho Falls, Idaho 83402

- Individual(s)
- Corporation
- Association
- General Partnership
- Limited Liability Co. - Delaware

3. Nature of conveyance:

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

Execution Date: May 2, 2002

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/374249

B. Trademark Registration No.(s)

1843059; 1988304; 2011704; 2015607; 2096276; 2123990
2162204; 2176904; 2209245; 2368639

Additional numbers attached? Yes No

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

Jeffrey H. Epstein, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41)..... \$ 295

- Enclosed
- Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Jeffrey H. Epstein
Name of Person Signing

Jeffrey H. Epstein
Signature

5/6/02
Date

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

"Express Mail" Mailing Label Number

EL843108942US

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202 on

MAY 6 2002
(Date of Deposit)

Ellen Kramer
(Typed or printed name of person mailing paper or fee)

Ellen Kramer
(Signature)

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 2 day of May, 2002, between, JAMES D. VINCENT and CECILY C. PEARSON VINCENT, each residing at 102 East 400 North, Blackfoot, Idaho 83221 (collectively, the "Assignor"), and RIP LLC, a limited liability company organized and existing under the laws of the State of Delaware, with offices at 5050 Yellowstone Highway, Idaho Falls, Idaho 83402 ("Assignee").

WHEREAS, Assignors are using and are the owners of certain trademarks, service marks, trade names and trade dress listed in Schedule A, and are the owners of the registrations and pending applications listed in Schedule A; (collectively, the "Trademarks") and;

WHEREAS, Assignee wishes to acquire all Assignor's right, title and interest in and to the Trademarks, worldwide, including the goodwill associated therewith;

NOW, THEREFORE, for US\$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby contributes, assigns, transfers, and conveys unto Assignee all Assignor's rights, title and interest in and to the Trademarks, worldwide, whether statutory or at common law or otherwise, including all applications and registrations thereof, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for, collect and retain all damages and profits and all other remedies for past infringements thereof. This trademark assignment shall be for the benefit of Assignee, its successors, assigns, and licensees.

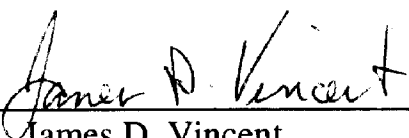
2. Assignor shall take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effect the transfer to Assignee of the Trademarks, including, without limitation, executing such further assignments of the Trademarks (including without limitation, another copy of this trademark assignment) as are deemed necessary or appropriate by Assignee in the event the transfer to Assignee of any pending applications for the Trademarks can not be effected as of the date of this assignment. Assignor shall make such further applications for the Trademarks as are requested by Assignee, and, upon written request by Assignee, Assignor shall promptly assign such applications to Assignee.

3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to record the trademark registrations, applications and title thereto, to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.


4. Solely to properly and completely effect the transfer to Assignee of the Trademarks and to maintain and protect the Trademarks, Assignor hereby constitutes and appoints each of the present and future officers of Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution, to execute and make appropriate disposition of documents in Assignor's name, and to take whatever further action is necessary or advisable for these purposes. This appointment is irrevocable and coupled with an interest.

5. This trademark assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed and delivered as of May 7, 2002.

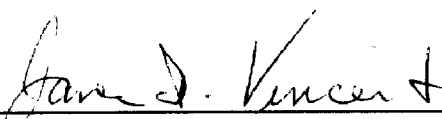


James D. Vincent



Cecily C. Pearson Vincent

RIP LLC

By: 

James D. Vincent, Managing Member

STATE OF IDAHO)

ss.:

COUNTY OF Blaine

On this 2nd day of May, 2002, before me JAMES D. VINCENT and CECILY C. PEARSON VINCENT personally appeared, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

James D. Vincent

Notary Public residing at Benningville, Idaho

My commission expires on 7-29-03

STATE OF IDAHO)

)ss.:

COUNTY OF Blaine

On this 2nd day of May, 2002, before me JAMES D. VINCENT personally appeared, known or identified to me to be the Managing Member of the Company that executed the above instrument or the person who executed the instrument, and acknowledged to me that such Company executed the same. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

James D. Vincent

Notary Public residing at Benningville, Idaho

My commission expires on 7-29-03

Schedule A

REGISTRATION NO.	MARK	REGISTRATION DATE	CLASS	COUNTRY
2123990	ACCELERATOR	December 23, 1997	28	United States
2368639	AQUALUX	July 18, 2000	28	United States
2209245	FLUOROFLEX	December 8, 1998	28	United States
2162204	JIM VINCENT'S RIO	July 2, 1998	28	United States
1988304	JIM VINCENT'S RIO (Stylized)	July 23, 1996	28	United States
2176904	MAINSTREAM	July 28, 1998	28	United States
2096276	POWERFLEX	September 16, 1997	28	United States
1843059	TIPPETMASTER	July 5, 1994	28	United States
2015607	VERSITIP	November 12, 1996	28	United States
2011704	WINDCUTTER	October 29, 1996	28	United States
936690	JIM VINCENT'S RIO	September 15, 1998	28, 41, 42	European Union
4362383	JIM VINCENT'S RIO	February 18, 2000	28	Japan

APPLICATION NO.	MARK	APPLICATION DATE	CLASS	COUNTRY
76/374249	LUMALUX	February 22, 2002	28	United States
E2503134	WINDCUTTER	December 16, 2001	28	European Union
2292794	ACCELERATOR	February 15, 2002	28	United Kingdom
2289231	MAINSTREAM	January 3, 2002	28	United Kingdom
2289322	FLUOROFLEX	January 3, 2002	28	United Kingdom
22889323	AQUALUX	January 3, 2002	28	United Kingdom
22889325	VERSITIP	January 3, 2002	28	United Kingdom
22889603	RIO GRAND	January 9, 2002	28	United Kingdom
E2577625	LUMALUX	February 14, 2002	28	European Union
Applied For	ACCELERATOR		28	European Union
Applied For	MAINSTREAM		28	European Union
Applied For	FLUOROFLEX		28	European Union
Applied For	AQUALUX		28	European Union
Applied For	VERSITIP		28	European Union
Applied For	RIO GRAND		28	European Union
Applied For	WINDCUTTER		28	United Kingdom