

U.S. Department of Commerce
Patent and Trademark Office

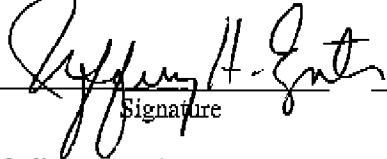
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): James D. Vincent and Cecily C. Pearson Vincent</p> <p><input checked="" type="checkbox"/> Individual(s)- USA citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ics)</p> <p>Name: RIP LLC Address: 5050 Yellowstone Highway Idaho Falls, Idaho 83402</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Liability Co. - Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 26, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 76/288541; 76/299265</p> <p>B. Trademark Registration No.(s)</p>
<p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>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</p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41)..... <u>\$ 65</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Any deficiency is authorized to be charged to Deposit Account No. <u>03-3415</u>.</p> <p>8. Deposit Account No. <u>03-3415</u> (Attach duplicate copy of this page if paying by deposit account)</p>

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  12/18/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: (6)

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 26th day of November, 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, Assignor is using and is the owner of certain trademarks listed in Schedule A, and is the owner of the pending applications listed in Schedule A; (collectively, the "Trademarks");

WHEREAS, Assignee is the successor to that portion of the business of Assignor to which the Trademarks pertain; 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.

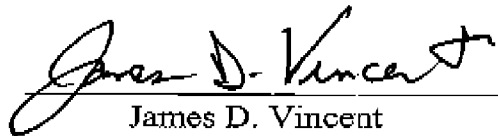
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks as the property of Assignee and to issue certificates of registration to Assignee in Assignee's name.


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 November 26, 2002.


James D. Vincent


Cecily C. Pearson Vincent

RIP LLC

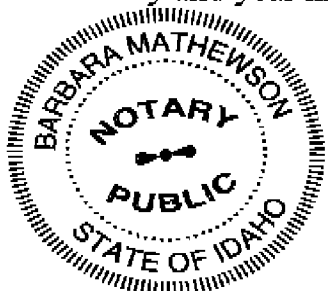
By: 
James D. Vincent, Managing Member

STATE OF IDAHO)

ss.:

COUNTY OF)

On this day 26th of November, 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.



Barbara Mathewson
Notary Public

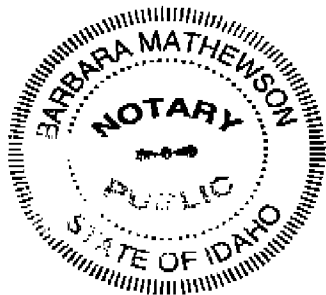
My commission expires on 1/30/08

STATE OF IDAHO)

)ss.:

COUNTY OF)

On this 26th day of November, 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.



Barbara Mathewson
Notary Public

My commission expires on 1/30/08

Schedule A

APPLICATION NO.	MARK	APPLICATION DATE	CLASS	COUNTRY
76/288541	RIO GRAND	July 20, 2001	28	United States
76/299265	RIOMAX (Stylized)	August 14, 2001	28	United States