

12-09-2002

Docket No.:

15753.4



Tab settings

To the Honorable Commissioner of Patents

102305068

Attached original documents or copy thereof.

1. Name of conveying party(ies):

ClearSand Corporation

11-18-02

- Individual(s)
- General Partnership
- Corporation-State Utah
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: June 29, 2000

2. Name and address of receiving party(ies):

Name: Robert G. Adamson III

Internal Address:

Street Address: 854 Rocky Mouth Lane

City: Draper State: UT ZIP: 84020

Individual(s) citizenship United States of America

Association

General Partnership

Limited Partnership

Corporation-State

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,018,213

Additional numbers

Yes  No

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

Name: John C. Stringham

Internal Address: WORKMAN, NYDEGGER & SEELEY

Street Address: 1000 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:.....

**I**

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

23-3178

12/06/2002 LMUELLER 00000109 2018213

DO NOT USE THIS SPACE

01 FC:8521

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.

John C. Stringham, Reg. No. 40,831

Name of Person Signing

John C. Stringham  
Signature

Nov. 15, 2002  
Date

Total number of pages including cover sheet, attachments, and

**5**

## ASSIGNMENT OF TRADE MARK

This agreement of Trade marks (this "Agreement") dated as of June 29,2000 ("Effective Date"), is entered into by and between ClearSand Corporation ("Assignor"), a corporation incorporated in the state of Utah and Robert G. Adamson III ("Assignee"), an individual living in the state of Utah.

In consideration of the mutual agreements herein contained and for other good and valuable consideration, the Assignor and Assignee, intending to be legally bound, hereby agree as follows:

### Section 1

#### DEFINITIONS

The following capitalized terms shall have the following meaning in this Agreement:

1.1 **Trademark Interests** means the interests Assignor or any subsidiary of Assignor may own, or have the right to sublicense hereunder, in the United States and foreign registered and commonlaw trademarks and service marks set forth in exhibit A attached hereto, together with all other trademark or service mark interests accruing by reason of international trademark conventions, accompanied by the goodwill of all business connected with the use of and symbolized by such marks including the right to sue for, settle, or release any past, present, or future infringement thereof or unfair competition involving the same.

### Section 2

#### CONVEYANCE OF RIGHTS

2.1 **Trademark Interests.** As of the Effective Date, Assignor transfers, grants, conveys, assigns, and relinquished exclusively to Assignee, all of Assignor's right, title, and interest in and to the Trademark interests. Assignor further transfers and assigns the right to file for and obtain registrations of the Trademark interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use or display the trademark Interests, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Trademark Interests, any applicable registration thereof of the ownership of the Trademark Interests, any applicable registrations thereof or the ownership of the Trademark Interests by Assignee.

2.2 **Reserved Rights.** The assignment effected under Section 2.1 hereof is subject to no reserved rights.



### Section 3

#### DELIVERY AND ASSISTANCE

3.1 **Further Assurances.** Assignor agrees at Assignee's expense and reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement. Without limiting the generality of such undertaking, Assignor agrees

1. To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Trademark interests; and:
2. To provide testimony and other evidence in connection with any proceeding affecting the right, title, or interest of Assignee in the Trademark Interests; and
3. To perform any other acts deemed necessary to carry out the intent of this Agreement.

### Section 4

#### REPRESENTATION AND WARRANTIES; LIMITATIONS

4.1 **Disclaimer.** THE ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS RELATED TO THE TRADEMARK INTERESTS, INCLUDING, BUT NOT LIMITED TO, ANY PARTICULAR WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 **Ownership.** Assignor makes no representation or warranty as to any ownership rights in the Trademark Interests, and no representation or warranty that the Trademark Interests are not subject to any encumbrance, contract or agreement.

4.3 **Indemnification.** Assignee indemnifies and shall hold harmless the Assignor, its officers, directors, agents, subsidiaries, successors and assigns from all claims and expenses, including legal fees and costs, arising from any claims, causes of action or damages relating to the Trademark Interests or this Agreement.

### Section 5

#### GENERAL

5.1 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the parties hereto, together with their respective legal representatives, successors, and assigns.



5.2 **Governing Laws.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATES OF UTAH, AS THEY PERTAIN TO AGREEMENTS EXECUTED IN, AND FULLY PERFORMED WITHIN, THE STATE OF UTAH.

5.3 **Headings.** The headings of the Sections hereof are for convenience of reference only and shall not modify, define, or limit any of the terms or provisions hereof.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written.

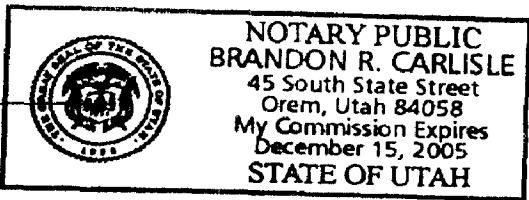
ClearSand Corporation

By *Byron W. Boyd Jr*  
Name: BYRON W. BOYD JR  
Title: CEO

\_\_\_\_\_  
Robert G. Adamson III

On the 29 day of JUNE, 2002, appeared before me Byron W. Boyd Jr, the CEO of ClearSand Corporation who declared that he signed the above Agreement as the CEO of said Corporation.

*Brandon R. Carlisle*  
Notary Public



On the \_\_\_ day of \_\_\_\_\_, 2002, appeared before me Robert G. Adamson III, who declared that he signed the above Agreement.

\_\_\_\_\_  
Notary Public

*Boyd*

**EXHIBIT A**  
**TREADMARKS**

**MEDIAFORGE**

*Box 3*