=OP \$165.00 269935

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
DOWLING MINER MAGNETICS CORP.		02/15/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	ADAMS MAGNETIC PRODUCTS CO.
Street Address:	PO BOX 1829
City:	SONOMA
State/Country:	CALIFORNIA
Postal Code:	95476
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2699355	MAGNET HOLD ITS
Registration Number:	1665764	MULTI-SOFT NATURAL WATER TREATMENT
Registration Number:	2013703	SIMPLY SCIENCE
Registration Number:	2111874	DOWLING MAGNETS
Registration Number:	2166847	DOWLING MAGNETS THE ATTRACTION IS OBVIOUS
Registration Number:	2013701	WONDERBOARD

CORRESPONDENCE DATA

Fax Number: (505)247-4610

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: VARNER@MRTRADEMARK.COM

Correspondent Name: JOE STRAHL Address Line 1: PO BOX 507

Address Line 4: ALBUQUERQUE, NEW MEXICO 87103-0507

NAME OF SUBMITTER: ALICE MARTIN, DIRECTOR OF MARKETING

TRADEMARK

900069466 REEL: 003482 FRAME: 0662

Signature:	/ALICE MARTIN, DIRECTOR OF MARKETING/	
Date:	02/15/2007	
Total Attachments: 2 source=Adams Signed Assign 2-07#page1.tif source=Adams Signed Assign 2-07#page2.tif		

TRADEMARK
REEL: 003482 FRAME: 0663

TRADEMARK ASSIGNMENT

T	nis Agreement is by and between	Dawling Miner Magnetics Curp	("Assignor")
REED ADAMS Magneti	e Products Co.	("Assignce").	Caroniguos 4
follows: marks	HEREAS, Assignor, is the owner attached	of that certain trademark identified as the "Trademark"); and	
W interest in the Tra	HEREAS, Assignee, wishes to ac demark.	quire the entire rights, title, and	
N	DW, the parties agree as follows.		
respect to	i, and interest (including but not)	by irrevocably assign to Assignee all imited to, all registration rights with the derivative marks, all goodwill and	
2. j L. Assigno	Consideration. In consideration shall pay Assignee the sum of \$	for the assignment set forth in Section 1.00, payable on FEB 12, 2007	
3. į Assignae:	Representations and Warrantie	s. Assignor represents and warrants to	
(3)	Assignor has the right, power Agreement;	r and authority to enter into this	
(b)	Assignor is the exclusive own including all intellectual prop	ner of all right, title and interest, certy rights, in the Trademark;	
(c)	The Trademark is free of any encumbrances or licenses;	fiens, security interests.	
(d)	The Trademark does not infri	nge the rights of any person or entity;	
(e)	There are no claims, pending Assignor's rights in the Trade	or threatened, with respect to mark;	
(f)	This Agreement is valid, bind with its terms; and	ling and enforceable in accordance	

(g) Assignor is not subject to any agreement, judgment or order

inconsistent with the terms of this Agreement.

- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be cutifled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
- 6. <u>Amendment</u>. This Agreement may be amended only by a writing signed by both parties.
- 7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8. <u>Agreement to Perform Necessary Acts</u>. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Governing Law This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of CALIFORNIA, USA

of CALIFORNIA, USA	
Date: FEB 12, 2007	
ASSIGNEE	ASSIGNOR
ALICE MARTIN, DIR OF MRKTG	ALICE MARTIN, DIR OF MRKTG Alul Yr-121rin
Signature	Signature
ADAM'S Magnetic Products Co.	Dowling Miner Magnetics Corp
Printed Name	Printed Name