

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgement of Assignment as Reflected in Mutual Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robert C Workman		07/27/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	John R Chaney		
Street Address:	PO Box 8858		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97207		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0839616	KORKERS	
CORRESPONDENCE DATA			
Fax Number:	(503)296-2172		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	503-844-9009		
Email:	mail@ganzlaw.com		
Correspondent Name:	Bradley M. Ganz		
Address Line 1:	PO Box 2200		
Address Line 4:	Hillsboro, OREGON 97123		
ATTORNEY DOCKET NUMBER:	OMN-3.002		
NAME OF SUBMITTER:	BRADLEY M. GANZ		
Signature:	/BRADLEY M. GANZ/		
Date:	03/25/2008		

OP \$40.00 0839616

Total Attachments: 4
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MUTUAL RELEASE

This Mutual Release is being executed by and among ROBERT C. WORKMAN, JOHN R. CHANEY, and KORKERS PRODUCTS LLC (Parties of the First Part) with KORK INVESTORS LLC, ELLISON C. MORGAN, and WILLIAM J. WELCH (Parties of the Second Part) as of the Effective Date shown below.

RECITALS

1. Robert C. Workman and Linda Workman purchased the assets of Kork Investors LLC for certain consideration, pursuant to the terms of an Agreement for Sale and Purchase of Business Assets (Asset Sale Agreement), of a promissory note, dated September 18, 2001, in the amount of \$250,000.00 (Original Note), of an assignment of trademark, of an assignment of patent, and of related documents (Sale Documents). Pursuant to an assignment and assumption agreement, the Business Assets purchased by Robert C. Workman and Linda Workman pursuant to the Asset Sale Agreement and the rights and obligations of Robert C. Workman and Linda Workman set forth in the Sale Documents were transferred to Korkers Products LLC but the transferors continued to also be responsible for the buyer's obligations in the Sale Documents. All of Linda Workman's interest in the Business Assets under the provisions of the Sale Documents have been transferred to Robert C. Workman. There remains an unpaid balance due under the terms of the Original Note to Kork Investors LLC.

2. Robert C. Workman has transferred all of his right, title, and interest in the assets of Korkers Products LLC to John R. Chaney for certain consideration which is set forth in a Settlement Agreement, Consulting Agreement, and Mutual Release among Korkers Products LLC, Robert C. Workman, and John R. Chaney (Successor Agreements). The provisions in this Mutual Release are not intended to nor may they supercede any provisions contained in the Successor Agreements which pertain to the rights and obligations among the parties of the First Part (Excluded Matters).

3. Kork Investors LLC has agreed to substitute a new promissory note for the Original Note referred to above (New Note). The New Note requires John R. Chaney and Patricia Chaney to pay the sum of \$120,000.00 plus interest to Kork Investors LLC in accordance with the terms of a New Note, which New Note is being executed contemporaneously with this Mutual Release. In return for the New Note, the Parties of the Second Part have agreed to release Robert C. Workman and Linda Workman from any liability under the terms of the Original Note, the New Note, and the Asset Sale Agreement, and has further agreed to release Korker Products LLC, John R. Chaney, and Patricia Chaney from any liability under the terms of the Original Note and the terms of the Sale Documents. Excluded from this Mutual Release are two notes executed by Robert C. Workman and Linda R. Workman, as maker, to Ellison C. Morgan and William J. Welch, as payees, in the principal amounts of \$53,686.55 and \$50,000.00, together with any and all amendments, extensions, revisions, agreements, trust deeds, security documents, and any other writings related thereto (Excluded Matters).

4. Prior to the sale of assets by Kork Investors LLC to Robert Workman and Linda Workman in 2001, Robert Workman was employed by Kork Investors LLC.

5. Each of the parties executing this Mutual Release desire to resolve all matters among the parties except for the Excluded Matters

MUTUAL RELEASE

The Parties of the First Part and the Parties of the Second Part each agree that the above-stated Recitals are accurate and that this Mutual Release is being entered into as part of a full and complete release of all issues among the parties except for Excluded Matters.

1. Mutual Release. The Parties of the First Part, jointly and individually, hereby knowingly and voluntarily release and forever discharge the Parties of the Second Part and the Parties of the Second Part, jointly and individually, hereby knowingly and voluntarily release and forever discharge the Parties of the First Part, and as to each of such Parties, this release includes their affiliates, subsidiaries, and related entities, and all of their past, present, and future respective agents, officers, members, managers, employees, attorneys, and assigns for the purpose of releasing each of the Parties from any federal law, state law, or local law claims, demands, actions, liabilities, suits or causes of action, at law or in equity or otherwise, all types of damages, which, jointly or individually, each party now has or may have, whether known or unknown, on account of or arising out of the Asset Sale Agreement, the Original Note, the Sale Documents, the New Note (as to Robert C. Workman and Korker Products LLC), and any other transactions, agreements, or relationships between or among any of the parties hereto, excepting all Excluded Matters.

2. Covenant Not to Sue. Regarding all matters released, the Parties of the First Part and the Parties of the Second Part agree not to sue or bring any action, whether in federal, state, local, judicial or administrative, forums, now or at any future time, either collectively or individually by the Parties of the First Part against Parties of the Second Part and vice versa.

3. Release of Employment Claims. Robert C. Workman hereby knowingly and voluntarily releases and forever discharges the Parties of the Second Part, individually and collectively, its affiliates, subsidiaries, related entities and all of its past, present, and future agents, officers, members, managers, employees, attorneys, and assigns from any and all claims, demands, damages, causes of action, employee benefit claims, wage claims, or overtime pay claims, which were or could have been asserted by Workman, whether known or unknown, which are in any way related to Workman's employment with Kork Investors LLC. This Release includes, but is not limited to, any claims, actions, suits, damages, or liabilities which have or might have been asserted under common law, defamation laws, the Oregon Fair Employment Practices Act, Title VII of the Civil Rights Act of 1964, Civil Rights Act of 1991, Fair Labor Standards Act, Equal Pay Act, Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the Americans With Disabilities Act, and any and all local, state, or federal civil rights statutes or ordinances, including 42 USC Sections 1981, 1983, 1985 and ORS Chapter 659, as well as under any and all

federal, state, or local statutes, ordinances, regulations, constitutions, executive orders, or under any personnel rules, employee handbooks, employment contracts, or the operating agreement or other governing documents of Kork Investors LLC. Workman also waives any rights to reinstatement as an employee with Kork Investors LLC.

4. No Admission of Liability. In entering into this Mutual Release, the Parties of the First Part do not admit to any liability for any claims or charges asserted by or assertable by the Parties of the Second Part and further deny any liability on any basis whatsoever. In entering into this Mutual Release, the Parties of the Second Part do not admit to any liability for any claims or charges asserted by or assertable by the Parties of the First Part and further deny any liability on any basis whatsoever.

5. Successors and Heirs. This Mutual Release shall be binding upon, enforceable by, and inure to the benefit of each of the Parties to this Mutual Release, including the personal representatives, legal representatives, successors, heirs, transferees, or assignees.

6. Applicable Law and Venue. The validity of this Mutual Release and any of its provisions and conditions, as well as the rights and duties of each of the Parties, shall be interpreted and construed in accordance with the laws of the State of Oregon. Any legal proceeding arising out of or relating to the enforcement or interpretation of the terms of this Mutual Release shall be filed in state court or federal court in Portland, Oregon.

7. Waiver. A waiver by any Party of a breach or default by another Party under the provisions of this Mutual Release shall not be deemed a waiver of future compliance with such provision and such provisions shall remain in full force and effect.

8. Severability. In the event that any provision in this Mutual Release is found by a court of competent jurisdiction to be unenforceable in whole or in part, then the unenforceable provision or part of the provision shall be severed and the remaining provisions in this Mutual Release shall remain in full force and effect.

9. Amendment. Any amendment to this Mutual Release shall be made in writing and signed by the parties.

10. Notice. All notices, requests, demands, and other communications under this Mutual Release shall be in writing and delivered in person or sent by certified mail, postage prepaid, and properly addressed as follows:

To: Robert C. Workman
10868 S. Mulino Road
Canby, OR 97013

To: John R. Chaney
P.O. Box 8858
Portland, OR 97207

To: Kork Investors LLC and
Ellison C. Morgan
205 SE Spokane Street, Suite 300
Portland, Oregon 97202

To: William J. Welch
505 N. Tomahawk Island Drive
Portland, OR 97217

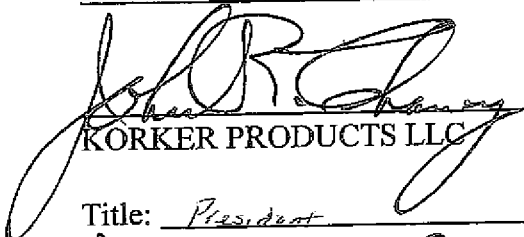
11. Entire Agreement. Except the Excluded Matters, this Mutual Release supercedes any prior agreements, whether oral or written, between the Parties of the First Part and Parties of the Second Part, individually or collectively.

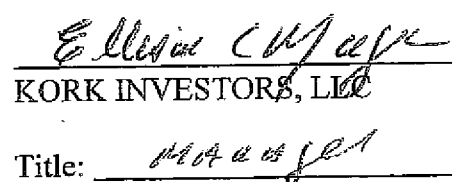
12. Approval of Mutual Release. Each party to this Release has had an adequate opportunity to obtain legal advice as to whether to enter into this Mutual Release and each Party has made its own decision as to whether to obtain and act on the advice of the party's own attorney.

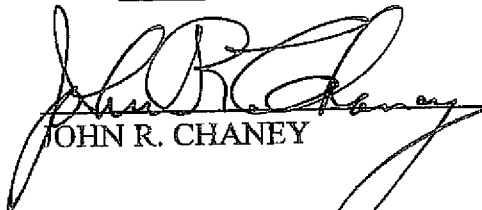
The Effective Date for this Mutual Release shall be the date when the last signature below has been executed.

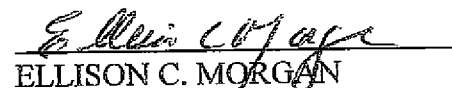
PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART


KORKER PRODUCTS LLC Date 7-21-04
Title: President


KORK INVESTORS, LLC Date 7-29-04
Title: Manager


JOHN R. CHANEY Date 7-21-04


ELLISON C. MORGAN Date 7-29-04


ROBERT C. WORKMAN Date 7/27/04


WILLIAM J. WELCH Date 8-10-04