

06-21-2002

Form PTO-1595
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

102130108

Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies):

Tracy Dalton;
Ralph Dalton

6-18-02

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

3. Nature of conveyance:

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

Execution Date: April 1, 2002

2. Name and address of receiving party(ies)

Name: Stain Eraser, Inc.

Internal Address: _____

Street Address: 3340 Del Sol Blvd.,

#156

City: San Diego State: CA Zip: 92154

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

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 6,379,471

Additional numbers attached? Yes No

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

Name: Stephen C. Beuerle

Internal Address: Procopio, Cory,

Hargreaves & Savitch, LLP

Street Address: 530 B Street,

Suite 2100

City: San Diego State: CA Zip: 92101-4469

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41).....\$ 200.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-2075

DO NOT USE THIS SPACE

9. Signature.

Stephen C. Beuerle

Name of Person Signing

Signature

June 3, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/20/2002 6TON11 00000165 502075 6379471

01 FC:501 200.00 CH

PATENT
REEL: 013000 FRAME: 0178

Name of Conveying Party(s): Tracy Dalton;
Ralph Dalton

Item 4. Additional Patents and/or Patent Applications affected by Assignment Recordation

Title	Patent Application No.	Patent No.	Our Reference No.
<i>DEVICE FOR REMOVING STAINS FROM SWIMMING POOL WALLS AND CONCRETE AND THE METHOD OF MAKING THE SAME</i>	<i>09/299,471</i>	<i>6,180,588</i>	<i>109933-02</i>
<i>DEVICE FOR REMOVING STAINS FROM SWIMMING POOL WALLS AND CONCRETE</i>	<i>08/861,403</i>	<i>5,908,350</i>	<i>109933-08</i>
<i>DEVICE FOR REMOVING STAINS</i>	<i>08/967,1438</i>	<i>6,003,505</i>	<i>109933-09</i>
<i>METHOD OF CLEANING TILE GROUT</i>	<i>10/113,665</i>	<i>N/A</i>	<i>109933-10</i>

**BILL OF SALE, ASSUMPTION AND
ASSIGNMENT AGREEMENT**

This BILL OF SALE, ASSUMPTION, AND ASSIGNMENT AGREEMENT (this "**Agreement**") is executed as of April 1, 2002 by Tracey Dalton and Ralph Dalton (collectively "**Assignors**") and STAINERASER, INC., a California corporation ("**Assignee**"), with reference to the following facts:

WHEREAS, Assignors currently own a business doing business as The StainEraser (the "**Business**");

WHEREAS, Assignors own certain trademarks registered with the United States Patent and Trademark Office ("**USPTO**"), and are using, or intend to use, trademarks for which applications have been filed with the USPTO, all of which are set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Trademarks**").

WHEREAS, Assignors also own certain patents that are registered with the USPTO, and own certain inventions for which patent applications have been filed with the USPTO, all of which are set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Patents**").

WHEREAS, as part of restructuring the Business, Assignors are incorporating the Business under the laws of the State of California, and desire to transfer all their rights, title and interest in the Business, the Trademarks, and the Patents to Assignee.

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

1. **Assignment of Proprietary Matter.** In consideration of the issuance as of the date hereof to Assignors of ten thousand (10,000) shares of common stock of Assignee and the assumption by Assignee of certain liabilities of Assignors relating to the Business, Assignors by this Agreement do hereby convey, grant, bargain, sell, transfer, set over, assign, release, deliver and confirm unto Assignee, its successors and assigns, forever, Assignors' entire worldwide right, title and interest in and to the following (collectively, the "**Proprietary Matter**"): all the assets, properties, business and goodwill of the Business of every kind, wherever located, tangible and intangible, as they exist as of the date hereof, including without limitation the Trademarks (including the goodwill symbolized by each of the marks), the Patents (including, without limitation, any and all applications for patents and patents thereof in any and all countries, including all counterparts, divisionals, continuations, continuations-in-part, reissues, renewals, extensions and additions thereof, whether in the United States or any foreign country (and including, without limitation, the right to apply for patents in Assignee's own name and to claim any priority rights under international conventions, treaties or otherwise)).

2. **Assumption of Liabilities.** In consideration of the promises and in exchange for the transfer by Assignors of the Proprietary Matter, Assignee agrees that, from and after the date

hereof, Assignee shall be liable for and hereby assumes and agrees to pay, perform and discharge all liabilities and obligations of the Business, fixed and contingent, as they exist as of the date hereof.

3. **Indemnification by Assignee.** Assignee hereby agrees to defend Assignors against and to hold Assignors harmless from any and all obligations of Assignors which pursuant to Paragraph 2 hereof, are assumed by Assignee.

4. **Assignors to Obtain Consents.** Assignors will use best efforts to obtain the consent of every party to any claim, contract, license, lease, commitment, sales order or purchase order whose consent is required, and has not at the date hereof been obtained, for the assignment of the Proprietary Matter to Assignee. If any such consent is not obtained, Assignors will cooperate with Assignee in any reasonable arrangement designed to provide for Assignee the benefits under any such claim, contract, license, lease, commitment, sales order or purchase order, including enforcement at the cost and for the benefit of Assignee of any and all rights of Assignors against any other party thereto arising out of the breach or cancellation by such other party or otherwise.

5. **Power of Assignee to Collect for Own Account.** From and after the date hereof, Assignee shall have the right and authority to collect, for its own account, all receivables and other items which are transferred by this Agreement or intended to be transferred by this Agreement and, to endorse with the names of Assignors any checks or drafts received on account of any such receivables or other items. Assignors agree that they will transfer or deliver to Assignee, from time to time, any cash or other property that Assignors may receive after the date hereof in respect of any claims, contracts, licenses, leases, commitments, sales orders, purchase orders, receivables of any character or any other items, including any amounts payable as interest in respect thereof.

6. **Request.** Assignors hereby authorize and request that any and all patents, trademarks, copyrights and other rights which may be granted upon any of the Proprietary Matter be issued to the Assignee as assignee of the entire interest therein.

7. **Further Actions.** Each of the parties hereto shall execute and deliver any documents or instruments and shall take any further actions which may be necessary or desirable to implement the purposes and intents evidenced by this Agreement or the arrangements contemplated hereby.

8. **Power of Attorney from Assignors to Assignee.** Assignors hereby constitute and appoint Assignee, its successors and assigns, the true and lawful attorney of Assignors, with full power of substitution, having full right and authority, in the name of Assignors or otherwise, and for the benefit of the Assignee, its successors and assigns:

a. To collect for the account of Assignee all receivables of any character and any other items transferred to Assignee as provided in this Agreement;

b. To institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title in or to the Proprietary Matter

transferred or intended to be transferred to Assignee by this Agreement, to defend or compromise any and all actions, suits or proceedings in respect of any such assets, properties and business, and to do all such acts and things in relation thereto as Assignee shall deem advisable; and

c. To take all action which Assignee shall deem proper in order to provide for Assignee the benefits under any claims, contracts, licenses, leases, commitments, sales orders or purchase orders where any required consent of another party to the assignment thereof to Assignee pursuant to this instrument shall not have been obtained.

Assignors hereby declare that the foregoing powers are coupled with an interest and shall be irrevocable by Assignors or by death or in any manner or for any reason. Assignee shall be entitled to retain for its own account any accounts collected pursuant to the foregoing powers including any amounts payable as interest in respect thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be duly executed as of the date and year first above written.

ASSIGNORS:



Tracey Dalton



Ralph Dalton

ASSIGNEE:

STAINERASER, INC.,
A California corporation

By: 

Ralph Dalton
President

Exhibit A
of
Bill of Sale, Assumption, and Assignment Agreement

TRADEMARKS:

Registered Trademarks

U.S. Registered Trademark No. 2,284,879
Corresponding to U.S. Trademark Application No. 75/465,769
Mark: THE VINYL ERASER AND DESIGN

U.S. Registered Trademark No. 2,284,878
Corresponding to U.S. Trademark Application No. 75/465,761
Mark: THE SPA ERASER AND DESIGN

U.S. Registered Trademark No. 2,441,396
Corresponding to U.S. Trademark Application No. 75/582,336
Mark: ERASE IT AND DESIGN

Trademark Applications

U.S. Trademark Application No. 75/936,924
Mark: KLEANZIT

U.S. Trademark Application No. 76/104,127
Mark: R-TEEZ

PATENTS:

U.S. Patent Application No. 09/771,167
Title: METHOD OF CLEANING TILE GROUT

U.S. Patent No. 6,180,588
Corresponding to U.S. Patent Application No. 09/229,471
Title: DEVICE FOR REMOVING STAINS FROM SWIMMING
POOL WALLS AND CONCRETE AND METHOD THE
METHOD OF MAKING THE SAME

U.S. Patent No. 5,908,350
Corresponding to U.S. Patent Application No. 08/861,403
Title: DEVICE FOR REMOVING STAINS FROM SWIMMING
POOL WALLS AND CONCRETE

U.S. Patent No. 6,003,505

Corresponding to U.S. Patent Application No. 08/967,143

Title: DEVICE FOR REMOVING STAINS AND METHOD OF
MAKING THE SAME

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RECORDED: 06/18/2002

PATENT
REEL: 013000 FRAME: 0184