

REC

05-09-2003

Docket No.:

15272.0



5-5-03 TF

102443765

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):

DYNATEC INTERNATIONAL, INC.

FINANCE SECTION

- 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: March 13, 2001

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

Name: GRANDWAY USA CORPORATION

Internal Address:

Street Address: 790 West 1760 South

City: Salt Lake City State: UT ZIP: 84104

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Utah
- 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)

See Exhibit  
A

B. Trademark Registration No.(s)

Additional numbers  Yes  No

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

Name: L. David Griffin

Internal Address: Workman, Nydegger & Seeley

1000 Eagle Gate Tower

Street Address: 60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

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

6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3178

05/06/2003 6TOM11 00000125 74719782

DO NOT USE THIS SPACE

01 FC:8521  
02 FC:8522

40.00 OP  
125.00 OP

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.

L. David Griffin

Name of Person Signing

Signature

May 6, 2003

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 002728 FRAME: 0694

**EXHIBIT A**

Mark

Serial No.

EXPAND-A-SHELF & Design  
EASY REACH  
SEE IT, FIND IT, GET IT  
NEAT THINGS!  
ULTIMATE ORGANIZER  
EXPAND-A-DRAWER & Design

74/719,782  
75/258,872  
75/448,569  
75/772,155  
75/747,389  
75/469,646

TRADEMARK ASSIGNMENT

WHEREAS, Dynatec International, Inc. (hereinafter referred to as "ASSIGNOR"), is a corporation duly organized and existing under the laws of the State of Utah and having a principal place of business at 3820 West Great Lakes Drive, Salt Lake City, Utah 84120, has adopted, used, and is using, and is the owner of certain right, title, and interest in and to the applications and registrations (hereinafter referred to as the "Applications and Registration") and the trademarks listed in Table A (hereinafter referred to as the "Marks").

TABLE A			
Ref. No.	Trademark	Serial. No. & Filing Date	Registration No. & Registration Date
T3326	EXPAND A SHELF AND DESIGN	74/719,782 August 24, 1995	Registration No. 2286873 October 19, 1999
	EASY REACH	75/258,872 February 21, 1997	Registration No. 2,204,463 November 17, 1998
	HOME ORGANIZATION AND DESIGN	75/339,706 July 23, 1997	Notice of Allowance Issues August 29, 2000
	SEE IT, FIND IT, GET IT	75/448,569 March 11, 1998	Approved for Publication July 17, 2000
T9146	NEAT THINGS!	75/772,155 August 9, 1999	Pending
	STORAGE SOLVERS	75/733,727 June 22, 1999	Abandoned June 2000
	ULTIMATE ORGANIZER	75/747,389 June 22, 1999	Pending

TABLE A			
Ref. No.	Trademark	Serial. No. & Filing Date	Registration No. & Registration Date
	EXPANDABLES	75/822,125 October 13, 1999	Pending
T6680	EXPAND-A-DRAWER AND DESIGN	75/469,646 April 17, 1998	Pending

WHEREAS, Grandway USA Corporation, a Utah corporation (hereinafter referred to as "ASSIGNEE"), having an address of 2555 S. 900 West, Salt Lake City, Utah 84119, is desirous of acquiring all right, title and interest in and to the Marks and the Applications and the Registration held by ASSIGNOR.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the ASSIGNOR by the ASSIGNEE, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE any and all right, title and interest which it may hold in and to the Marks and to the Applications and Registration, along with the portion of the ASSIGNOR's ongoing and existing business to which the Marks pertain, together with the goodwill of the business symbolized by and associated with the Marks.

The ASSIGNOR hereby authorizes and requests that all trademark issuing officials and entities, including the United States Commissioner of Trademarks and any such officials in countries

other than the United States as are duly authorized by the applicable laws to register trademarks, to issue any and all certificates of registration of the Marks to the ASSIGNEE as the owner of the ASSIGNOR's entire interest in said Marks and said Applications and Registration, for the use and behoof of the said ASSIGNEE, its successors, assigns and legal representatives.

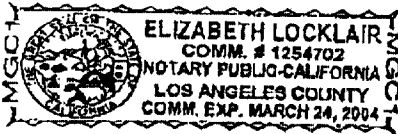
This Assignment and Agreement shall be binding upon any and all successors of the ASSIGNOR. Executed this \_\_\_ day of March, 2001 at Chino, California.

EXPANDABLE HOME ORGANIZERS, INC.

*Jack R. Williams*  
 By: Jack R. Williams, President

STATE OF California )  
 COUNTY OF Los Angeles ) ss

On this 13<sup>th</sup> day of March, 2001, before me personally appeared Jack R. Williams, known to me to be the person described and who signed the foregoing Trademark Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed, on behalf of the identified party with authority to do so, for the purposes set forth therein.



*Elizabeth Locklair*  
 NOTARY PUBLIC  
 Residing at: 414 Yate Ave  
Claremont, CA 91711

My Commission Expires:  
3/24/04

C:\WILLIAMS\RF-INVES.LLC\GRANDWAY.TRADASSIGN.wpd

**BILL OF SALE**

This Bill of Sale is made as of the 13<sup>th</sup> day of March, 2001, by Expandable Home Organizers, Inc., a California corporation, (the "Seller") to Grandway USA Corporation, a Utah corporation (the "Buyer").

WHEREAS, pursuant to an Asset Purchase Agreement dated as of March 13<sup>th</sup>, 2001 (the "Agreement"), between Seller and Buyer, Seller has agreed to sell, transfer and convey to Buyer the Assets(used herein as such term is defined in the Agreement).

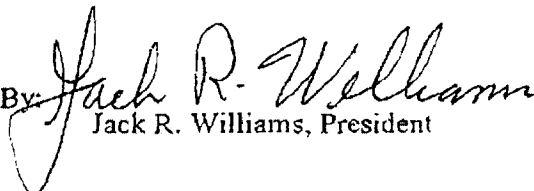
NOW, THEREFORE, for the consideration specified in the Agreement, which Buyer has caused to be paid to Seller, the receipt and sufficiency of which is hereby expressly acknowledged, and upon the terms and conditions set forth in the Agreement:

1. Effective on 12:01 a.m. on March 13<sup>th</sup>, 2001, Seller grants, bargains, sells, transfers, assigns, conveys, and delivers to Buyer and Buyer's successors and assigns forever, all of its right, title and interest in and to the Assets.

2. Except as otherwise set forth in the Agreement, and the Exhibits and Schedules attached thereto, Seller makes no representations or warranties to Buyer with respect to the conditions of the Assets.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of the date set forth above.

**EXPANDABLE HOME ORGANIZERS, INC.**  
a California corporation

By:   
Jack R. Williams, President