

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
Technifex, Inc.		03/19/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Technifex Products, LLC
Street Address:	25261 Rye Canyon Road
City:	Valencia
State/Country:	CALIFORNIA
Postal Code:	91355
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76354489	FAUXFIRE
Serial Number:	75622237	AQUASHOT
Serial Number:	75774874	DEEPSEA CRUSH
Serial Number:	74176065	TECHNIFEX
Serial Number:	74026471	MAKING MAGIC A REALITY
Serial Number:	73815561	TECHNISCAN
Serial Number:	73816163	TECHNISCAN
Serial Number:	75501774	THEMING THE PLANET

CORRESPONDENCE DATA	
Fax Number:	(303)473-2720
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-473-2726
Email:	docket@hollandhart.com
Correspondent Name:	Kristine M. Miller
Address Line 1:	555 Seventeenth Street, Suite 3200

OP \$215.00 76354489

Address Line 2: P.O. Box 8749
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	47322.0001
NAME OF SUBMITTER:	Kristine M. Miller
Signature:	/Kristine M. Miller/
Date:	05/15/2007

Total Attachments: 3
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of March 19, 2004, is hereby entered into by and between Technifex, Inc., a California Corporation, ("Seller"), and Technifex Products, LLC, a California limited liability company ("Purchaser").

RECITALS

WHEREAS, Seller owns certain assets described herein.

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, all right, title and interest in and to those certain assets in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows in consideration of the mutual premises and covenants contained herein:

ARTICLE I

Purchase and Sale of Acquired Assets

SECTION 1.01. Purchase and Sale. On the terms and subject to the conditions of this Agreement, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Seller all of the right, title and interest as of the Closing (as defined in Section 2.01) of Seller in, to and under the Acquired Assets (as defined in Section 1.02(a)), in consideration for the forgiveness of certain debt owed by Seller to Purchaser as described on Exhibit A attached hereto (the "Purchase Price"). In connection with the purchase and sale of the Acquired Assets herein, Purchaser shall further grant Seller a license pursuant to the terms and conditions contained in Section 1.05. The purchase and sale of the Acquired Assets is referred to in this Agreement as the "Acquisition".

SECTION 1.02. Acquired Assets and Excluded Assets; License Grant.

(a) The term "Acquired Assets" means the assets described on Schedule 1.02 attached hereto, and the following:

(i) Personal Property. The units, equipment, devices and other tangible personal property owned by Seller used in connection with the Acquired Assets, including the personal property described on Schedule 1.02 attached hereto.

(ii) Contract Rights. Seller's right, title and interest in and to all license agreements, equipment leases, instruments, agreements, commitments and arrangements relating to the Acquired Assets, including those described on Schedule 1.02 (the "Contracts").

(iii) Technology. All trade secrets, confidential information, inventions, know-how, formulae, technology, processes, procedures, research records, records of inventions, test information, prototypes, rental equipment, parts and inventory, user manuals, installation guides, implementation guides (including templates), training materials, maintenance and technical support materials and related databases and marketing know-how relating to the Acquired Assets (the "Technology").

(iv) Intellectual Property. All patents (including all reissues, divisions, continuations and extensions thereof), patent applications, patent rights, copyrights including any such rights related to the Acquired Assets (including any extension thereof), rights to file such extensions or reversions therein,

copyright registrations (including applications therefor or rights to apply therefor) as set forth in Schedule 1.02.

(v) Trademarks. Seller's right, title and interest in and to all trademarks, trademark registrations, domain names, designs, design registrations (including applications therefor or rights to apply therefor) relating to the Acquired Assets, including those described on the attached Schedule 1.02, together with all associated goodwill thereto.

(b) The term "Excluded Assets" means all assets not identified in Section 1.02(a), and all rights of Seller under this Agreement and the other agreements and instruments executed and delivered in connection with this Agreement (the "Ancillary Agreements").

SECTION 1.03. Excluded Liabilities. Notwithstanding any other provision of this Agreement or any Ancillary Agreement, and regardless of any disclosure to Purchaser, Purchaser shall not assume any Excluded Liability, each of which shall be retained and paid, performed and discharged when due by Seller. For the purposes of this Section 1.03, the term "Seller" shall include Seller and any successor in interest to Seller. The term "Excluded Liability" means any liability, obligation or commitment of Seller or its affiliates whatsoever whether express or implied, liquidated, absolute, accrued, contingent or otherwise, or known or unknown, and whether or not based upon, arising out of or resulting from the operation, use or ownership of the Technology or any Acquired Asset by Seller or any of its affiliates.

SECTION 1.04. Allocation of Purchase Price. The Purchase Price shall be allocated to the Acquired Assets in accordance with Schedule 1.04.

SECTION 1.05. License Grant. Effective as of the Closing, Purchaser hereby grants to Seller, and Seller hereby accepts, a nonexclusive and nontransferable (including any transfers in connection with a merger or other change in control of Seller) right and license to use the Technology and the Intellectual Property, [and any improvements, modifications or enhancements thereon,] in the manufacture and sale of Seller's products and in the performance of its projects and services (the "Licensed Products"). In consideration for this license, Seller shall pay Purchaser a quarterly royalty equal to 5% of Seller's gross revenues under all agreements, purchase orders or other orders for Licensed Products entered into or received during the previous calendar quarter and on or after the date of this Agreement. Royalty payments will be due and payable to Purchaser within 15 days of the beginning of each calendar quarter.

ARTICLE II The Closing

SECTION 2.01. Closing Date. The closing of the Acquisition (the "Closing") shall take place at the offices of Seller, or at other such mutually agreeable location, on the date hereof (the "Closing Date"), unless another place and date is agreed to in writing by the parties.

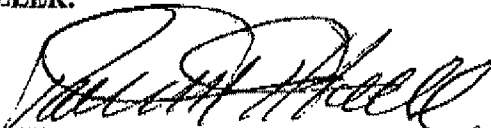
SECTION 2.02. Transactions To Be Effected at the Closing. At the Closing:

(a) Seller shall deliver to Purchaser (i) possession of the Acquired Assets and such appropriately executed bills of sale, assignments, consents and other instruments of transfer relating to the Acquired Assets in form and substance reasonably satisfactory to Purchaser and its counsel, and (ii) such other documents as Purchaser or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with the covenants set forth in this Agreement.

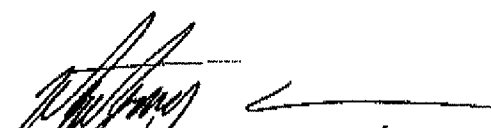
(b) In consideration for the Acquired Assets, Purchaser shall forgive the debt owed by Seller to Purchaser as described on Exhibit A, attached hereto effective as of the Closing.

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Asset Purchase Agreement as of the date first written above.

SELLER:

By: 
 Name: ROBERT V HALI
 Title: CHAIRMAN / SECRETARY
 Notice Address: 25261 Rye Canyon Rd.
Valencia, CA 91355

PURCHASER:

By: 
 Name: Montgomery C Lunde
 Title: President
 Notice Address:
25261 Rye Canyon Rd
Valencia CA 91355