

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Engineered Endeavors, Inc.		12/18/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EEI Acquisition Corp.		
<b>Street Address:</b>	7610 Jenther Drive		
<b>City:</b>	Mentor		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44060		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2885110	CLEARPATH	
<b>Registration Number:</b>	3377623	EEI	
<b>Registration Number:</b>	2447433	EEI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)363-9001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216.363.9000		
<b>Email:</b>	uspto@faysharpe.com		
<b>Correspondent Name:</b>	Colleen F. Goss		
<b>Address Line 1:</b>	1228 Euclid Avenue		
<b>Address Line 2:</b>	The Halle Building, 5th Floor		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>ATTORNEY DOCKET NUMBER:</b>	MITC 5 00004		
<b>NAME OF SUBMITTER:</b>	Colleen F. Goss		

OP \$90.00 2885110

**900151348**

**TRADEMARK  
 REEL: 004125 FRAME: 0179**

Signature:	/colleenfgoss/
Date:	01/06/2010
Total Attachments: 5 source=DOC005#page1.tif source=DOC005#page2.tif source=DOC005#page3.tif source=DOC005#page4.tif source=DOC005#page5.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment of Intellectual Property Rights") is made and entered into this 18th day of December, 2009 ("Effective Date"), by and between ENGINEERED ENDEAVORS, INC., a Delaware corporation ("Assignor"), and EEI ACQUISITION CORP., an Ohio corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

**RECITALS:**

WHEREAS, Assignor, Assignee and certain other parties entered into that certain Asset Purchase Agreement dated December 18, 2009 (the "Purchase Agreement"), pursuant to which Assignor, as Seller, agreed to sell and assign to Purchaser, and Assignee, as Purchaser, agreed to purchase and acquire certain Assets; and

WHEREAS, Assignor is the owner of the trademarks and domain name and the registrations therefor identified on **Exhibit A** attached hereto and incorporated herein (collectively, the "Intellectual Property Rights"), which are part of the Assets acquired by Assignee under the Purchase Agreement;

WHEREAS, Assignor, for and in consideration of Assignee's agreement to assume the obligations of Assignor under the Intellectual Property Rights, desires to assign, transfer and set over all of Assignor's right, title and interest in, to and under the Intellectual Property Rights to Assignee, and Assignee desires to assume all of Assignor's right, title and interest in, to and under the Intellectual Property Rights pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment of Intellectual Property Rights.** Effective as of the Effective Date, Assignor hereby assigns, sets over and transfers to Assignee all of its right, title, interest and obligations in, to and under the Intellectual Property Rights, together with the goodwill symbolized by the trademarks.
2. **Representations and Warranties.** This Assignment of Intellectual Property Rights is made without representation, warranty or recourse except and to the extent expressly set forth in the Purchase Agreement, and all other representations and warranties are expressly disclaimed
3. **Binding Effect.** Upon execution, this Assignment of Intellectual Property Rights shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
4. **Severability.** The provisions of this Assignment of Intellectual Property Rights are independent and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of any other provision.

5. Entire Agreement/Amendment. This Assignment of Intellectual Property Rights and the Purchase Agreement contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, express or implied, oral or written, of any nature whatsoever. This Assignment of Intellectual Property Rights may not be modified, altered or amended except in writing signed by the parties hereto. In the event of any conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. Counterparts. This Assignment of Intellectual Property Rights may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall be deemed one and the same instrument. Communication of execution hereof may be made by facsimile transmission.

7. Authority. Each signatory hereto represents and warrants that said signatory has full power and authority to act on behalf of their respective principals, and that said principals will be bound thereby.

8. Further Assurances. Assignor agrees to do, execute, acknowledge and deliver from time to time such other and further acts and documents as may be reasonably necessary or appropriate to assure the transfer of the Intellectual Property Rights as contemplated herein. All third-party expenses incurred by Assignor in connection with any such further acts or documents shall be paid entirely by Assignee.

9. Governing Law. This Assignment of Intellectual Property Rights shall be governed by and construed in accordance with the laws of the State of Ohio.

*[Signature Page Following]*

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Rights as of the date first hereinabove written.

ASSIGNOR:

ENGINEERED ENDEAVORS, INC.,  
a Delaware corporation

By: Russell E. Browning  
Name: RUSSELL E. BROWNING  
Title: AUTHORIZED REPRESENTATIVE

ASSIGNEE:

EEL ACQUISITION CORP.,  
an Ohio corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Rights as of the date first hereinabove written.

ASSIGNOR:

ENGINEERED ENDEAVORS, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

E EI ACQUISITION CORP.,  
an Ohio corporation

By: 

Name: Patrick H. Delaney

Title: President

**EXHIBIT A**

**Trademarks:**

<b>Mark</b>	<b>Country</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
CLEARPATH	US	78/165,360	09/18/2002	2,885,110	09/14/2004
EEI	US	77/178,444	05/11/2007	3,377,623	02/05/2008
EEI	Argentina	2221938	06/01/1999	1801775	08/09/2000
EEI	Brazil	821821571	07/16/1999	821821571	02/03/2003
EEI	Brazil	821821563	07/16/1999	821821563	09/09/2003
EEI	Chile	450330	05/31/1999	572451	07/19/2000
EEI	US	75/719,505	06/02/1999	2,447,433	05/01/2001
TECNOPOSTE	Argentina	2228855	07/14/1999	1807275	10/17/2000
TECNOPOSTE	Columbia	45111	07/16/1999	264272	12/31/2002
TECNOPOSTE	Paraguay	14648-1999	07/15/1999	222115	01/21/2000
TECNOPOSTE	Venezuela	13004/1999	07/30/1999	P230806	01/19/2001

**Domain Name Registrations:**

www.engend.com