

ASSIGNMENT OF TRADEMARK

Whereas, Tower Concepts, Inc., ("Assignor"), a New York corporation, has adopted, used, and is using the mark TOWER CONCEPTS (hereinafter "Mark") in the United States and the Mark is registered in the United States Patent and Trademark Office as follows:

TOWER CONCEPTS, Registration No. 1999796, Registration Date 9/10/1996

Whereas, MTS, Incorporated, a California corporation, with its principal place of business located in Sacramento, California, ("Assignee") is desirous of acquiring said Mark and any and all registrations thereof;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all its right, title and interest in and to said Mark, together with the goodwill of the business symbolized by the Mark, and the above identified applications or registration thereof. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Mark and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with said Mark. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor executes this document on the date indicated with full power to do so on behalf of Tower Concepts, Inc.

By: [Signature]
Name:
Title: President

Date: 3/31/00

