

03-21-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): SPN Tech, LLC d/b/a Genca

3-19-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company

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

2. Name and address of receiving party(ies)

Name: CanGen Holdings, LLC

Internal Address:

Street Address: 1057 Vijay Drive

City: Chamblee State: GA Zip: 30341-3136

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 03/07/03

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,389,754;

1,293,932; 1,210,277

Additional number(s) attached Yes No

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

Name: Kyle M. Globerman

Internal Address: Nelson Mullins Riley & Scarborough, LLP,

Street Address: P.O. Box 11070

City: Columbia State: SC Zip: 29211

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 120.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1196

DO NOT USE THIS SPACE

9. Signature.

Kyle M. Globerman Name of Person Signing

Handwritten signature of Kyle M. Globerman

Signature

March 14, 2003

Date

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03/20/2008 LUMELLER 00000091 501196 2389754

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

01 FC:8521 40.00 CH 02 FC:8522 50.00 CH

TRADEMARK REEL: 002696 FRAME: 0761

## TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement (the "**Agreement**") is entered into as of the 7th day of March, 2003, by and between SPN Tech, LLC d/b/a Genca, a Florida limited liability company, having an address at 13805 58<sup>th</sup> Street, Largo, Florida ("**Assignor**"), and CanGen Holdings, LLC, a Georgia limited liability company, having an address at 1057 Vijay Drive, Chamblee, Georgia 30341-3136 ("**Assignee**") as follows:

WHEREAS, Assignor has adopted, used and is using the registered and common law trademark and service mark set forth on Exhibit A (the "**Assigned Mark**"); and

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the Assigned Mark, including all goodwill pertaining thereto, to Assignee pursuant to that certain Purchase Agreement between Assignor, Assignee, Azalea Canterbury, LLC, Canterbury Engineering Co., Inc., Peter International, LLLP, and Vijay Anand dated March 7, 2003 (the "**Purchase Agreement**"), and Assignee is willing to accept such assignment on the terms and conditions set forth herein and in the Purchase Agreement;

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

1. Transfer of Assigned Mark. Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Mark, all applications to register the Assigned Mark, and all registrations of the Assigned Mark, together with the goodwill of all business connected with the use of and symbolized by the Assigned Mark, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Mark. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Mark anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Mark, including control over the nature and quality of the goods or services on or in connection with which the mark is used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

Assignor covenants not to use or display the Assigned Mark, or any mark confusingly similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Assigned Mark, any applicable registrations thereof or the ownership of the Assigned Mark by Assignee.

2. Warranties. This Assignment is given pursuant to the Purchase Agreement and this Agreement does not abridge the rights and obligations of the parties to the Purchase Agreement.

3. Miscellaneous.

(a) Entire Agreement. The provisions of this Agreement, as supplemented by the Purchase Agreement, constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.

(b) Governing Law. THE VALIDITY, CONSTRUCTION, AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA, AS THEY APPLY TO A CONTRACT EXECUTED, DELIVERED AND PERFORMED SOLELY IN SUCH STATE, AND THE LAWS OF THE UNITED STATES OF AMERICA TO THE EXTENT APPLICABLE.

(c) Successors; Assigns. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

*(signatures on following page)*

IN WITNESS WHEREOF, now the undersigned, authorize representatives of the parties, have executed this Agreement on the date indicated above.

**SPN TECH LLC d/b/a GENCA**

By: \_\_\_\_\_  
Name: Vijay Anand  
Title: Manager


STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, \_\_\_\_\_, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this \_\_\_ day of March, 2003.

\_\_\_\_\_  
Notary Public

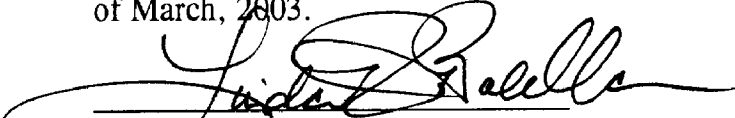
My Commission Expires: \_\_\_\_\_

**CANGEN HOLDINGS, LLC**

By:  \_\_\_\_\_  
Name: R. Patrick Weston  
Title: Manager

STATE OF South Carolina )  
COUNTY OF Greenville )

Personally appeared before me, Linda R. Bokella, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this \_\_\_ day of March, 2003.

  
\_\_\_\_\_  
Notary Public

**My Commission Expires**  
**May 18, 2011**

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**ASSIGNED MARK**

<b>Number</b>	<b>Trademark</b>	<b>Filing Date</b>
2,389,754	CVC	9/9/99
1,293,932	GENCA	10/29/82
1,210,277	TRI-DIE	7/23/81