

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interscope Technologies, Inc.		08/14/2003	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Cape Andover Capital Partners, LLC
Street Address:	17752 Sky Park Circle
Internal Address:	Suite 225
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92614
Entity Type:	limited liability company: CALIFORNIA

PROPERTY NUMBERS Total: 1	
Property Type	Number
Serial Number:	75854880

**CORRESPONDENCE DATA**

Fax Number: (804)698-2007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 804 775-1071  
 Email: rvance@mcguirewoods.com  
 Correspondent Name: Robin C. Vance  
 Address Line 1: 901 E. Cary Street  
 Address Line 2: One James Center  
 Address Line 4: Richmond, VIRGINIA 23219-4030

ATTORNEY DOCKET NUMBER:	2038444-0001
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NAME OF SUBMITTER:	Robin C. Vance
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Total Attachments: 3  
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OP \$40.00 75854880



## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of the 14<sup>th</sup> day of August, 2003, Interscope Technologies, Inc. organized under the laws of the State of Pennsylvania, with a principal address 5001 Baum Boulevard, Suite 434, Pittsburgh, Pennsylvania 15213 ("Assignor"), in favor Cape Andover Capital Partners, LLC, a limited liability company organized under the laws of the State of California, with a principal address of 17752 Sky Park Circle, Suite 225, Irvine, California 92614 ("Assignee").

Assignor is the owner of the marks set forth on Exhibit A attached hereto (the "Marks"). Assignor desires to transfer to Assignee all of Assignor's rights and interests in its Marks, together with the goodwill that Assignor has developed in such Marks, as well as all of Assignor's rights and interests in domain names, copyrightable works of authorship, and all other types of intangible intellectual property owned by Assignor, except as expressly excluded herein (collectively, the "Intellectual Property").

Assignee is a successor to the business of Assignor to which the Intellectual Property pertains, and such business is ongoing and existing.

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

1. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to the Marks, and any other marks used by Assignor in connection with its business, together with the goodwill that Assignor has developed in such marks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Without limitation of the foregoing, the rights hereby assigned to Assignee include Assignor's rights in the pending application to register the mark INTERSCOPE, identified by United States Serial Number 75/854,880.

2. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to any domain names registered by Assignor with any domain name registrar authorized to register domain names within the United States or any foreign territory, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes the registrar of each such domain name to transfer the domain name from Assignor to Assignee, and agrees to take all steps necessary to complete the transfer of each such domain name to Assignee.

3. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to any and all copyrightable works created in the course of Assignor's business, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

4. Assignor hereby conveys, assigns, sells, and transfers to Assignee and its successors and assigns Assignor's entire right, title, and interest in and to any and all trade secrets, know how, or other intangible property not specifically identified in Sections 1, 2, or 3, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

5. The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Intellectual Property, and to receive any and all damages awarded as a result of any such claim.

6. Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor further represents and warrants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into that would conflict with this Assignment, and that this Assignment will not violate Assignor's obligations to or with any third party.


7. Assignor shall not, at any time, contest the validity or enforceability of the Intellectual Property, or take any action that would impair the value of the Intellectual Property.

8. Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment.

9. This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

IN WITNESS WHEREOF, Assignor has executed this Assignment to be effective as of the date first written above.

Interscope Technologies, Inc.


By:   
Name: Anthony J. TADDEY  
Title: CEO - Interscope Technologies, Inc.

**Schedule A**

**Marks**

1. INTERSCOPE, filed November 22, 1999 (United States Serial Number 75/854,880).
2. INTERSLIDE
3. ABINTRA
4. DIAGNOSEASE
5. MACROSCOPE
6. ELECTRONIC STAINING
7. DIGITAL STAINING



8.  Radiating Sun Design Mark
9. XCELLERATOR
10. INTERSCOPE TECHNOLOGIES