



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

REC 102444943 TRADEMARKS ONLY

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): WindWire, Inc. 11000 Weston Parkway, Suite 300 Cary, NC 27513
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other incorporated in Delaware
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

5-7-03

2. Name and address of receiving party(ies) Name: Avesair, Inc. Internal Address: Suite 300 Street Address: 11000 Weston Parkway City: Cary State: NC Zip: 27513
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[X] Corporation-State Delaware
[] Other
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

OFFICE OF SUPPLY SERVICES FINANCE SECTION 2003 MAY -7 AM 10:02

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other
Execution Date: 4/30/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/105500 B. Trademark Registration No.(s)
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: L. Aylett Colston Internal Address: Hutchison & Mason PLLC Street Address: 3110 Edwards Mill Road Suite 100 City: Raleigh State: NC Zip: 27612

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40 [X] Enclosed [] Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. L. Aylett Colston Name of Person Signing Signature Date May 7, 2003
Total number of pages including cover sheet, attachments, and document: 2

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

(5/09/2003 ECOOPER 00000053 76105500 (1 FC:8 21 40.00 08

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated April 30, 2003 (this "Assignment"), is entered into by and between Avesair, Inc., a Delaware corporation (the "Assignee"), and WindWire, Inc., a Delaware corporation and wholly owned subsidiary of Assignee (the "Assignor"), with reference to the following facts and circumstances:

WHEREAS, the sole director and the sole stockholder of Assignor have consented to the dissolution and liquidation of Assignor, as evidenced by that certain Written Consent of the Sole Director and that certain Written Consent of the Sole Stockholder, each of even date herewith which, along with the promises contained herein, constitute mutual consideration for the promises herein; and

WHEREAS, Assignor is the sole and exclusive owner of certain intellectual property rights including, but not limited to, patents, patent applications, trademarks, copyrights, trade secrets, and other proprietary rights (the "Intellectual Property Rights"); and

WHEREAS, Assignee desires to acquire, and Assignor desires to assign, all of Assignor's right, title and interest in, to and under the such Intellectual Property Rights.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee all such Intellectual Property Rights, together with any reissue or reissues of any patents to the end of the term or terms for which such patents are granted or may be reissued as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of such Intellectual Property Rights, with the right to sue for, and collect the same for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives.

Assignor further warrants that it has not executed, and will not execute, any agreements in conflict with or inconsistent with this assignment.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer(s) thereunto duly authorized.

WindWire, Inc. [Seal]

By: Paul Winter
Name: PAUL T. WINTER
Title: CFO / SECRETARY