

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
ELMC, Inc.	Micronomics, Inc.	11/07/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Micronomics, Inc., f/k/a RW Economics, Inc.
Street Address:	400 South Hope Street #650
Internal Address:	Roy Weinstein
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2575297	MICRONOMICS

CORRESPONDENCE DATA	
Fax Number:	(213)896-6600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213-896-6769
Email:	kbernstein@sidley.com
Correspondent Name:	Sidley Austin Brown & Wood LLP
Address Line 1:	Kim Bernstein, 555 W. Fifth Street #4000
Address Line 4:	Los Angeles, CALIFORNIA 90013

ATTORNEY DOCKET NUMBER:	14986-10010-34230
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NAME OF SUBMITTER:	Kim Bernstein
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Total Attachments: 6
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 7, 2003 ("Effective Date") by and between Micronomics, Inc., a California corporation, with its principal office at 400 S. Hope Street, Los Angeles, California ("Assignor"), and RW Economics, Inc. a California corporation, ("Assignee") having its principal office at 400 S. Hope Street, Los Angeles California.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 7, 2003 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith (the "Mark").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark for the United States, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all goodwill associated with the Mark and all claims for damages and profits by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Mark.

Assignor represents and warrants that it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein.

Assignor shall, at Assignee's expense, take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

Assignor further hereby appoints Assignee as its attorney-in-fact with respect to the trademark and service mark registration, and renewals thereof, use-based applications for registration, intent-to-use applications for registration, renewals and copy rights as detailed in Schedule A attached hereto, to act in Assignor's name, place and stead to execute, deliver and

record any document or instrument of assignment required in any country in which the trademark and service mark registrations, use-based applications for registration and intent-to-use applications for registration and renewals thereof and/or copyrights which are pending or issued, granting or confirming the rights granted herein. This power of attorney is coupled with an interest and is irrevocable.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MICRONOMICS, INC.

RW ECONOMICS, INC.

By: William E Dickerson

By: [Signature]

Name: William E Dickerson

Name: Roy Weinstein

Title: President

Title: Chief Executive Officer

STATE OF District of Columbia)
) SS.
COUNTY OF)

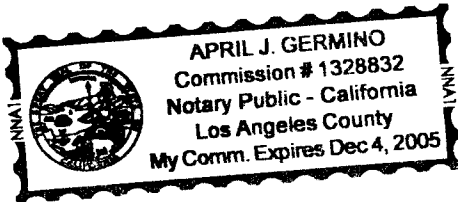
On this 7 day of Nov, there appeared before me William E. Dickerson, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of Micronomics, Inc.

Sharene Cousar
Notary Public, District of Columbia
My Commission Expires 10-31-2007

[Signature]
Notary Public

STATE OF)
) SS.
COUNTY OF)

On this 4th day of December, 2003, there appeared before me Roy Weinstein, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of RWEconomics, Inc.



[Signature]
Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2575297	June 4, 2002	Micronomics

A06041177

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
MICRONOMICS, INC.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

NOV 19 2003

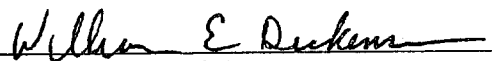
KEVIN SHELLEY
Secretary of State

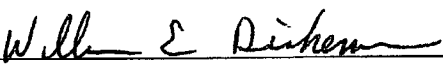
William Dickenson, being the President and Secretary does hereby certify that:

1. He is the president and secretary of Micronomics, Inc., a California corporation (the "Corporation")
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows: Article One: The name of the corporation is ELMC, Inc.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, Corporations Code. The total number of outstanding shares of the corporation is fifty (50). The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was 100%.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

DATE: November 18, 2003


Name: William Dickenson
Title: President


Name: William Dickenson
Title: Secretary



A0604836

**Certificate of Amendment
to
Articles of Incorporation
of
RW Economics, Inc.**

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

DEC 03 2003

KEVIN SHELLEY
Secretary of State

The undersigned hereby certifies that:

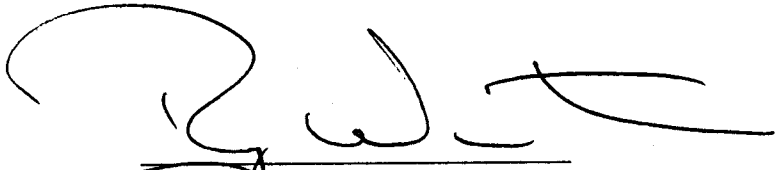
1. He is the president and the secretary of RW Economics, Inc., a California corporation.
2. Article FIRST of the Articles of Incorporation of this corporation is amended to read as follows:

“FIRST: The name of this corporation is Micronomics, Inc.”

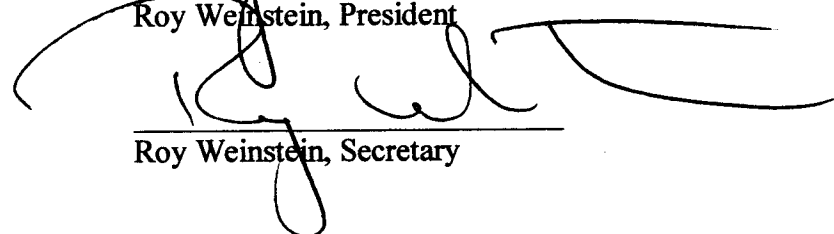
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California General Corporation Law. The total number of outstanding shares of the corporation is one thousand (1,000) Common shares. The total number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: December 1, 2003



Roy Weinstein, President



Roy Weinstein, Secretary

