

REC'D
TR

09-29-2003



Docket No.:

102561287

and original documents or copy thereof.

1. Name of conveying party(ies):

Green Turtle Technologies, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other Canada Corporation
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 8, 2003

2. Name and address of receiving party(ies):

Name: Green Turtle Americas Ltd.

Internal Address: Suite 1475

Street Address: 201 South Tryon Street

City: Charlotte State: NC ZIP: 28202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State North Carolina
- Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,542,245 2,537,706

Additional numbers Yes No

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

Name: Cory M. Amron, Esquire

Internal Address: Vorys, Sater, Seymour and Pease LLP

Street Address: 1828 L Street, N.W.

11th Floor

City: Washington State: DC ZIP: 20036

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

09/26/2003 LMUELLER 00000161 2542245

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01 FC:8521 40.00 00
02 FC:8522 25.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Cory M. Amron

Cory Amron

September 25, 2003

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

REEL: 002832 FRAME: 0872

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 8 day of SEPTEMBER 2003 ("Effective Date") by Green Turtle Technologies, Ltd., a Canada corporation having its principal place of business at ~~Westmetro Corporate Centre, 195 The West Mall, Suite 405, Etobicoke, Ontario M9C-5K1, Canada~~ ("Assignor") to Green Turtle Americas Ltd., a NORTH CAROLINA corporation, having its principal place of business at 201 South Tryon Street, Suite 1475, Charlotte, North Carolina 28202 ("Assignee").

WHEREAS, Assignor represents that it owns the United States registrations issued, and common-law rights related to, both of the trademark registrations listed on Schedule A annexed hereto ("Trademarks"), together with the goodwill of Assignor's business appertaining thereto;

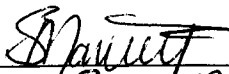
WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the Trademarks, together with the goodwill of the business associated therewith and the registrations therefor, subject to the terms and conditions hereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby does assign, sell and transfer to Assignee, its successors, assigns and legal representatives, all its right, title and interest in and to the Trademarks and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the Effective Date.

GREEN TURTLE TECHNOLOGIES, LTD.

By:


Name: Scott Monteith
Title: PRESIDENT.

* 12 MADISON AVENUE, TORONTO, ONTARIO, CANADA M5R 2S1

SCHEDULE A

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
PHIX	2,542,245	February 26, 2002
PHIX and Design	2,537,706	February 12, 2002