

**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
KSS, Inc.		01/01/2004	CORPORATION: KENTUCKY

RECEIVING PARTY DATA	
Name:	Nuvo Technologies, LLC
Street Address:	4940 Delhi Pike
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45238
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	76266714	NUVO
Serial Number:	76326996	NUVO
Serial Number:	78273314	EZ PORT
Serial Number:	78273331	SIMPLESE

CORRESPONDENCE DATA	
Fax Number:	(513)579-6457
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-579-6525
Email:	trademarks@kmklaw.com
Correspondent Name:	Karen Kreider Gaunt/KMK
Address Line 1:	One East Fourth Street
Address Line 2:	1400 Provident Tower
Address Line 4:	Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	NU9015IP0002
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NAME OF SUBMITTER:	Karen Kreider Gaunt
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OP \$115.00 76266714

Total Attachments: 2  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT ("Assignment") is effective as of this 1<sup>st</sup> day of January, 2004, from KSS, Inc., a Kentucky corporation ("Assignor"), to Nuvo Technologies, LLC, an Ohio limited liability company ("Assignee").

WHEREAS, Assignor has adopted, has used, is using, and is the owner of the trademarks shown on Schedule A attached hereto, and made a part hereof (the "Trademarks"); and

WHEREAS, Assignee wishes to acquire from Assignor the entirety of Assignor's right, title and interest in and to such Trademarks, including, but not limited to, the goodwill symbolized thereby, and substantially all of the assets in connection with which the Trademarks are used and intended to be used, and Assignor desires to assign such Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, Assignor's entire right, title and interest in, to the Trademarks, and the assets and goodwill of the business symbolized thereby. This Assignment includes all statutory and/or common law rights and/or foreign trademark rights for such Trademarks, and any and all trade names, trademarks, and trade dress used therewith, and any and all rights to contest, protest or sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks, including the right to receive all proceeds and damages therefrom. This Assignment includes all rights to obtain registrations and/or renewals of registration or other legal protections pertaining to the Trademarks.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Trademarks, and all renewals thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the 1<sup>st</sup> day of January, 2004.

**ASSIGNOR: KSS, INC.**

By: John F. Hanser, III

Printed Name: John F. Hanser, III

Title: President

State of Ohio )  
~~Kentucky~~

County of Hamilton : SS  
~~Kenton~~

On this 7 day of May, 2004, before me appeared John F. Hanser, III, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf (or on behalf of the identified corporation or other juristic entity with authority to do so).



DONNA L. BUTTS  
Notary Public, State of Ohio  
My Commission Expires 05-19-08

Donna L Butts  
Signature of Notary Public

**SCHEDULE 1(a)****ASSETS****TRADEMARKS**

<b>MARK</b>	<b>SERIAL/ APPLICATION NO.</b>	<b>FILING DATE</b>	<b>COUNTRY</b>	<b>STATUS</b>
NUVO	76/266,714	June 4, 2001	USA	Pending
NUVO & Design	76/326,996	October 17, 2001	USA	Pending
EZ PORT	78/273,314	July 11, 2003	USA	Pending
SIMPLESE	78/273,331	July 11, 2003	USA	Pending
EZ-READ DISPLAY PAD	N/A	N/A	N/A	Common Law Rights
DISPLAY PAD	N/A	N/A	N/A	Common Law Rights
NUVO	002905974	April 28, 2003	European Community	Published
NUVO	1156921	October 24, 2002	Canada	Pending
THE SOUND OF LIVING	N/A	N/A	N/A	Common Law Rights
HOME NEVER SOUNDED SO GOOD	N/A	N/A	N/A	Common Law Rights
WELCOME TO GENERATION D	N/A	N/A	N/A	Common Law Rights
GENERATION D	N/A	N/A	N/A	Common Law Rights
ESSENTIA	N/A	N/A	N/A	Common Law Rights
T-3	N/A	N/A	N/A	Common Law Rights

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