

**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
RETX, INC.		05/05/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	RETX ENERGY SERVICES, INC.
Street Address:	1506 Klondike Road
Internal Address:	Suite 105
City:	Conyers
State/Country:	GEORGIA
Postal Code:	30094
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2544691	LMD
Registration Number:	2503720	E
Registration Number:	2701882	RETX
Registration Number:	2506016	RETX.COM
Registration Number:	2525616	RETX
Serial Number:	78084009	CCM
Serial Number:	78178529	EPATH

CORRESPONDENCE DATA

Fax Number: (770)426-6155  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7704221776  
 Email: kfogle@bcwr.com  
 Correspondent Name: Charles L. Carder, III, Esq.  
 Address Line 1: 49 Atlanta Street  
 Address Line 4: Marietta, GEORGIA 30060

OP \$190.00 2544691

NAME OF SUBMITTER:

Kevin O. Fogle, Corporate Paralegal

Total Attachments: 4

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**TRADEMARK ASSIGNMENT**

WHEREAS, RETX, INC., a corporation organized under the laws of the State of Delaware (the "Seller"), has adopted, has used, is using, and is the owner of all rights and title in and to the marks set forth in Exhibit A (herein collectively "Marks"), which are registered in or pending before the United States Patent and Trademark Office, and of the intellectual property and common law rights and goodwill of the business symbolized by the Marks;

WHEREAS, RETX ENERGY SERVICES, INC., a corporation organized under the laws of the State of Georgia (the "Buyer"), desires to acquire the Marks, together with the goodwill of the business symbolized by the Marks, any and all federal, state and common law rights, and the related registrations and applications associated therewith;

WHEREAS, Seller has by a separate Asset Purchase Agreement of even date herewith ("Agreement") sold, assigned and conveyed the business of Seller to Buyer, as successor to the business;

WHEREAS, Seller warrants and covenants that no assignment, lien, security, interest, encumbrance, grant, mortgage, license, judgment, or other agreement or order affecting the rights and property herein conveyed has been or will be made to others by the Seller or any predecessor in title thereto, and that the full right to convey the same as herein expressed is possessed thereby;

WHEREAS, Seller represents and warrants that to Seller's knowledge (as defined in the Agreement), no claim is pending or has been made to the effect that its ownership or use of the Marks infringes upon or conflicts with the asserted rights of others to its trade names, trademarks, or service marks;

WHEREAS, Seller agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Buyer's ownership of such property that are reasonably requested by Buyer, from time to time;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Seller does hereby irrevocably assign and transfer to the Buyer, as a successor to the business of Seller or relevant portion thereof, the entire right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, the above-mentioned registrations and applications, and all other rights which Seller has enjoyed thereunder, including any and all rights to sue and of recovery based on past, present or future infringement of said Marks, the same to be held and enjoyed by the Buyer, its successors and assigns, forever and for the duration of such Marks.

AND for the same consideration, the Seller agrees to sign all documents and perform any and all lawful acts necessary to record, register or perfect the rights conveyed. The Buyer hereby accepts all of the Seller's rights, title and interest in the Marks and Buyer shall have the sole right and responsibility to record or register the rights conveyed herein and shall bear any and all costs associated therewith.

FURTHER, the United States Patent & Trademark Office is hereby requested and authorized to issue any Certificates of Registration or renewals to the Buyer and to correspond hereinafter with Buyer or Buyer's designated representatives regarding the Marks.

Signed at Atlanta, Georgia, this 1st day of May, 2004.

RETX, INC.

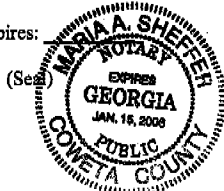
By: ROSS MALME  
Print Name: ROSS MALME  
Title: 5/5/04  
PR FSI DESIGN & CEO

State of Georgia )  
County of Eulton ) ss.

On this 5<sup>th</sup> day of May, 2004,  
personally before me came Ross Malmé, known to me and known to me to be  
the person above described and who signed the annexed assignment, and, being duly sworn,  
acknowledge that he executed the same.

Maria A. Sheffer  
Notary Public

My Commission Expires:



Signed at Atlanta, Georgia, this 5<sup>th</sup> day of  
May, 2004.

**EXHIBIT A**

Mark	U.S. Serial Number	Filing Date	Registration No.	Registration Date
RETX	75/643,596	February 18, 1999	2,525,616	January 1, 2002
LMD	76/224,875	March 13, 2002	2,544,691	March 5, 2002
E (stylized)	76/022,819	April 10, 2000	2,503,720	November 6, 2001
RETX.COM (stylized)	76/022,820	August 21, 2001	2,506,016	November 13, 2001
RETX (and design)	76/294,757	August 6, 2001	2,701,882	April 1, 2003
CCM	78/084,009	September 14, 2001		In suspension
EPATH	78/178529	October 25, 2002		Statement of Use accepted March 22, 2004 (Registration imminent)

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