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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): Cyclops Solutions, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Limited Liability Company

2. Name and address of receiving party(ies)
Name: I.P. Holdings, Inc.
Internal Address:
Street Address: 805 W. N. Carrier Parkway, Suite 240
City: Grand Prairie State: Texas Zip: 75050
Individual(s) citizenship Association
General Partnership Limited Partnership
Corporation-State Other

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 2/26/04

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/451,214

B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jo Katherine D'Ambrosio, D'Ambrosio & Associates, P.L.L.C.
Internal Address:
Street Address: 10260 Westheimer Road, Suite 465
City: Houston State Texas Zip: 77042

6. Total number of applications and registration involved:
7. Total fee (37 CFR 3.41) \$40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Jo Katherine D'Ambrosio Signature Date 3/17/04
Name of Person Signing
Total number of pages including cover sheet, attachments and document:

03/22/2004 MGETACHE 00000070 76451214 01 FC:8521 40.00 OP

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

TRADEMARK REEL: 002932 FRAME: 0774

CERTIFICATE OF MAILING
37 C.F.R. § 1.10

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail Post Office to Addressee mailing label number EL987319132 US addressed to the Commissioner of Patents and Trademarks, 2900 Crystal Drive, Arlington, VA 22202-5512.

By Amanda Hillsman Date 3/18/04
Amanda Hillsman Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: GET OUT OF THE DARK

U.S. Serial No.: 76/451,214

Filed: September 18, 2002

International Class Nos.: 011, 028

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Attorney Docket No.: SCHN019

TRADEMARK ASSIGNMENT

FOR the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR: Cyclops Solutions, LLC
2720-M Loker Avenue West
Carlsbad, CA 92008

Does hereby SELL, ASSIGN AND TRANSFER to

ASSIGNEE I.P. Holdings, Inc.
805 W N Carrier Parkway Suite 240
Grand Prairie, TX 75050

and the successors and legal representatives of the ASSIGNEE, an undivided One Hundred per cent (100%) right, title and interest for the United States, its territorial possessions and for any and all foreign countries, including all rights to claim priority and to any and all variations of the mark disclosed in the trademark:

and to all U.S. Certificates of Registration and Registration Renewals.

AUTHORIZE AND REQUEST the Patent and Trademark Office to issue any and all such U.S. Certificates of Registration and renewals to the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by the ASSIGNOR;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to trademark renewal as may be known and accessible to ASSIGNOR and will testify as to the same in any infringement dispute, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, documents instruments of affidavits required to apply for, obtain, maintain, issue and enforce, the Registration, and all equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR further covenants that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the ASSIGNOR will execute and deliver to the ASSIGNEE all rightful oaths, declarations, assignments, powers of attorney and other papers, communicate to the ASSIGNEE all facts known to the ASSIGNOR relating to such trademark and the history thereof, and generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such trademark in the ASSIGNEE, and for securing, maintaining and enforcing proper trademark protection;

SAID ASSIGNMENT TO BE BINDING on the heirs, assigns, representatives and successors of the ASSIGNOR and extend to the successors, assigns and nominees of the ASSIGNEE.

Cyclops Solutions, LLC
By: Tim Schnell, President



Signature

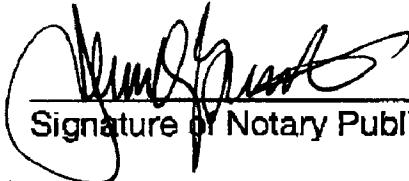
2-26-04
Date

STATE OF CALIFORNIA §

COUNTY OF SAN DIEGO §

BEFORE ME, the undersigned authority, on this day personally appeared, the above named individual, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

On this the 26 day of February, 2004.



Signature of Notary Public

