

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autotek Corporation		01/21/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Maxxsonics USA, Inc.
Street Address:	570A Telsler Road
City:	Lake Zurich
State/Country:	ILLINOIS
Postal Code:	60047
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2206351	MILLENNIUM
Registration Number:	2277393	SUPER SPORT
Registration Number:	2058189	STREET MACHINE
Registration Number:	1889703	THE MEAN MACHINE
Registration Number:	1656087	BASS THRUST
Registration Number:	1287714	AUTOTEK
Serial Number:	76468484	X CLASS

CORRESPONDENCE DATA

Fax Number: (312)551-1101
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312/551-8300
 Email: ssmilie@pfs-law.com
 Correspondent Name: Scott W. Smilie; Patzik, Frank & Samotny
 Address Line 1: 150 South Wacker Drive
 Address Line 2: Suite 900

CH \$190.00 2206351

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER: Scott W. Smilie

Signature: /scott w. smilie/

Date: 02/04/2005

Total Attachments: 3
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ASSIGNMENT

Attorney Docket No. 3058-028

PATZIK, FRANK & SAMOTNY LTD.

150 South Wacker Drive
Suite 900
Chicago, Illinois 60606
(312) 551-8300

TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, **AUTOTEK CORPORATION**, a California corporation having a business address of 855 Cowan Road, Burlingame, California 94010 (hereinafter sometimes referred to as "ASSIGNOR") hereby transfers, assigns, and conveys to **MAXXSONICS USA, INC.**, an Illinois corporation having a business address of 570A Telser Road, Lake Zurich, Illinois 60047 (hereinafter sometimes referred to as "ASSIGNEE"), pursuant to that certain Asset Purchase Agreement dated December 9, 2004, ASSIGNOR's entire worldwide right, title and interest in and to the trademark registrations, service mark registrations, trade names, service mark applications, and/or trademark applications respectively listed on Schedule A attached hereto and made a part hereof, as well as any goodwill associated with the business symbolized by the trade names, trademarks and/or service marks and any and all common law trademark and service mark rights associated therewith; and any and all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for any and all past infringement which may have occurred at any time up to the date of this present TRADEMARK ASSIGNMENT AGREEMENT; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future.

ASSIGNOR hereby covenants and warrants that it is transferring any rights it has with respect to the above-described worldwide right, title and interest by this instrument, free of any encumbrances, and that to the best of its knowledge no other agreement has been or will be executed in conflict herewith.

ASSIGNOR agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of trademark, service mark and trade name rights or to maintain said registrations before both the United States Patent and Trademark Office and the Trademark Offices of any and all foreign countries, at ASSIGNEE's expense, as well as to cooperate with ASSIGNEE in obtaining and/or providing information required in any proceedings relating to said trademarks, service marks and trade names.

ASSIGNOR further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have

been or may be granted upon any application or petition for same, to ASSIGNEE, its successors and/or assigns.

ASSIGNOR hereby grants PATZIK, FRANK & SAMOTNY LTD. located at 150 South Wacker Drive, Suite 900, Chicago, Illinois 60606, the authority and power to insert on this instrument any further identification, which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or the Trademark Office of any foreign country.

Assignor:
SD Schieber
AUTOTEK CORPORATION
By: SD SCHIEBER
Title: President
Date: 1/21/05

Assignee:
[Signature]
MAXXSONICS USA, INC.
By: Alden Stiefel
Title: President/CEO
Date: 1-12-05

STATE OF California)
COUNTY OF San Mateo) ss.

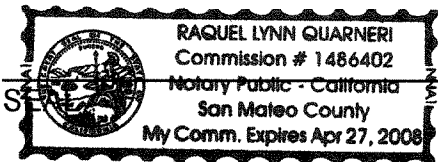
STATE OF Illinois)
COUNTY OF Lake) ss.

This instrument was acknowledged/
subscribed and sworn to before me on this
21st day of January, 2005
by SIDNEY SCHIEBER
(name of signor)

This instrument was acknowledged/
subscribed and sworn to before me on this
12th day of January, 2005
by Alden Stiefel.

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC



SCHEDULE A

UNITED STATES
REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
MILLENNIUM	2,206,351
SUPER SPORT	2,277,393
STREET MACHINE	2,058,189
THE MEAN MACHINE	1,889,703
BASS THRUST	1,656,087
AUTOTEK (Stylized)	1,287,714

UNITED STATES
APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>
X CLASS and Design	76/468,484

FOREIGN
REGISTRATIONS

EUROPEAN UNION

<u>MARK</u>	<u>REGISTRATION NO.</u>
AUTOTEK	000494039