

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Empire Technologies, Inc.		02/07/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jinx, Inc.		
<b>Street Address:</b>	4186 Sorrento Valley Blvd, Suite A		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92121		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78246441	JINX	
<b>Registration Number:</b>	2499460	JINX HACKWEAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(619)238-8707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	619-239-8131		
<b>Email:</b>	cgarber@klinedinstlaw.com		
<b>Correspondent Name:</b>	Chris G. Garber		
<b>Address Line 1:</b>	501 W. Broadway, Suite 600		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Timothy J. Norris, Jr.		
<b>Signature:</b>	/Timothy J. Norris, Jr./		
<b>Date:</b>	02/07/2005		
<b>Total Attachments: 2</b>			

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**EXHIBIT C- ASSIGNMENT OF INTANGIBLE PROPERTY**

**This ASSIGNMENT OF INTANGIBLE PROPERTY ("Assignment") is made and entered into as of April 1, 2004 (the "Effective Date"), by and between Empire Technologies, Inc., ("Assignor"), and Jinx, Inc., ("Assignee").**

**RECITALS**

**A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated April 1, 2004 (the "Agreement"), pursuant to which Assignor is selling to Assignee the Assets more particularly described in the Agreement. Unless otherwise defined in this Assignment, capitalized terms shall have the meanings given to them in the Agreement.**

**B. Assignor is the owner of certain intangible property rights, including the trade names, logos, copyrights, service marks, trademarks, patents, patent applications, licenses, and goodwill associated with the Assets, listed in Attachment 1 to this Assignment and incorporated by reference (the "Intangible Property").**

**C. Pursuant to the terms of the Agreement, Assignor desires to assign Assignor's right, title, and interest in the Intangibles to Assignee, and Assignee desires to accept the assignment and assume all of the obligations associated with the Intangible Property.**

**NOW, THEREFORE, in consideration of the payment and delivery to Assignor of all monies and instruments to be paid and delivered to Assignor by Assignee pursuant to the terms of the Agreement, the receipt of which Assignor acknowledges, Assignor and Assignee agree as follows:**

**1. Assignment of Intangible Property. Assignor assigns and transfers to Assignee all of its right, title, and interest in and to the Intangible Property as of the Effective Date, subject to, in the case of any Intangible Property that requires consent to assignment, the receipt of the required consent.**

**2. Acceptance of Assignment and Obligations. Assignee agrees to and accepts the assignment of the Intangible Property, and assumes and covenants to keep, perform, and fulfill, except as expressly provided in the Agreement, the executory portion of the terms, covenants, conditions, and obligations of each Intangible Property required to be kept, performed, and fulfilled by Assignor with respect to the Intangible Property from and after the Effective Date.**

**3. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding on, successors and assigns of the parties.**

**4. Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

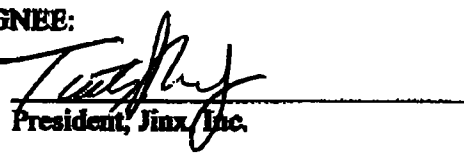
ASSIGNOR:

By:

  
\_\_\_\_\_  
President, Empire Technologies, Inc.

ASSIGNEE:

By:

  
\_\_\_\_\_  
President, Jinx, Inc.