

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
Betanix Coatings, Inc.		04/20/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	X2, Inc.		
Street Address:	9601 Wilshire Boulevard, Suite 620		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78532918	PAINTTIME	
Serial Number:	78532921	PRIMERTIME	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Danielle Klausner		
Address Line 1:	2040 Main Street		
Address Line 2:	Fourteenth floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Danielle Klausner		
Signature:	/Danielle Klausner/		
Date:	05/12/2005		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of this 20th day of April, 2005, by and between Betanix Coatings, Inc., a Delaware corporation having a principal place of business at 9601 Wilshire Boulevard., Suite 620, Beverly Hills, California 90210 (hereinafter "ASSIGNOR"), on the one hand, and X2, Inc., a Delaware corporation having an address at 9601 Wilshire Boulevard., Suite 620, Beverly Hills (hereinafter "ASSIGNEE"), on the other hand.

WHEREAS, ASSIGNOR is, to the best of its knowledge and belief, the owner of the trademarks PAINTTIME and PRIMERTIME, as listed in Schedule A, attached hereto and incorporated herein by this reference, and any and all other rights appurtenant thereto, including, but not limited to, any and all common law rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks");

WHEREAS, ASSIGNOR, since at least as early as June, 2003, has adopted and continuously used the mark PAINTTIME in the United States; and since at least as early as June, 2003, has adopted and continuously used the mark PRIMERTIME in the United States;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademarks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of U.S. Trademark Application No. 78/532,918 for the mark PAINTTIME and U.S. Trademark Application No. 78/532,921 for the mark PRIMERTIME, as listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademarks and Applications; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and the Applications.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks set forth in Schedule A, the Applications set forth in Schedule B, and any and all other rights appurtenant thereto, including, but not limited to, any and all common law rights, causes of action, and the right to recover for past infringement, together with the goodwill symbolized by said Trademarks, Applications, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

ASSIGNOR agrees to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same, or to enforce any claim or right of any kind with respect thereto.

Executed at Beverly Hills, California, this 20th day of April, 2005.

BETANIX COATINGS, INC.,
a Delaware corporation having a place of business at 9601 Wilshire Boulevard., Suite 620, Beverly Hills, CA 90210

By: [Signature]
Eric Von Knipe
Its: President + CEO

and

X2, INC.,
a Delaware corporation having an address at 9601 Wilshire Boulevard., Suite 620, Beverly Hills

By: [Signature]
Eric Von Knipe
Its: President + CEO

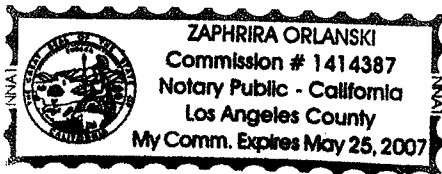
STATE OF California
) ss
COUNTY OF Los Angeles

On April 20, 2005, before me, ZAPHRIRA ORLANSKI NP, personally appeared Eric Von Knipe personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that HE executed the same in HIS authorized capacity(ies), and that by HIS signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Zaphira Orlandi
Signature ZAPHRIRA ORLANSKI



SCHEDULE A TO TRADEMARK ASSIGNMENT

Trademarks:

1. PAINTTIME
2. PRIMERTIME

SCHEDULE B TO TRADEMARK ASSIGNMENT

U.S. Federal Trademark Applications:

<u>MARK</u>	<u>APP. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
PAINTTIME	78/532,918	December 15, 2004	2
PRIMERTIME	78/532,921	December 15, 2004	2

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