

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Beta Technology		04/20/2005	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	X2, Inc.		
<b>Street Address:</b>	9601 Wilshire Boulevard, Suite 620		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2460911	BETANIX	
Registration Number:	2367732	FMA - 2850 PLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	949-760-0404		
<b>Email:</b>	efiling@kmob.com		
<b>Correspondent Name:</b>	Danielle Klausner		
<b>Address Line 1:</b>	2040 Main Street		
<b>Address Line 2:</b>	Fourteenth floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Danielle Klausner		
<b>Signature:</b>	/Danielle Klausner/		
<b>Date:</b>	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 20<sup>th</sup> day of April, 2005, by and between Beta Technology, a Nevada corporation having a place of business at 12121 Wilshire Boulevard, Suite 1223, Los Angeles, California 90025 (hereinafter "ASSIGNOR"), on the one hand, and X2, Inc., a Delaware corporation having an address at 9601 Wilshire Boulevard., Suite 620, Beverly Hills, California 90210 (hereinafter "ASSIGNEE"), on the other hand.

WHEREAS, ASSIGNOR is, to the best of its knowledge and belief, the owner of the trademarks BETANIX and FMA - 2850 PLUS, 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 May 1, 1998 has adopted and continuously used the mark BETANIX in the United States, and since at least as early as October 1, 1998 has adopted and continuously used the mark FMA - 2850 PLUS 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 Registration No. 2,460,911 for the mark BETANIX and U.S. Trademark Registration No. 2,367,732 for the mark FMA - 2850 PLUS, as listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

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

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 Registrations 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, Registrations, 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.

BETA TECHNOLOGY,  
a Nevada corporation having a place of business at 12121 Wilshire Boulevard, Suite 1223, Los Angeles, CA 90025

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, California 90210

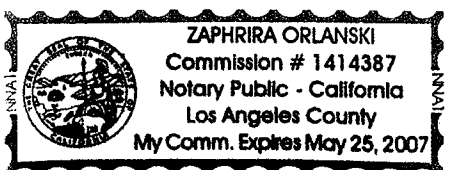
By: [Signature]  
Eric Von Knipe.  
Its: President + CEO

STATE OF California  
                  ) ss.  
COUNTY OF Los Angeles

On April 20, 2005, before me, ZAPHRIRA ORLANSKI, N.P. 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 Orlandski  
Signature  
ZAPHRIRA ORLANSKI

**SCHEDULE A TO TRADEMARK ASSIGNMENT**

Trademarks:

1. BETANIX
2. FMA – 2850 PLUS

**SCHEDULE B TO TRADEMARK ASSIGNMENT**

U.S. Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>INTL. CLASS</u>
BETANIX	2,460,911	June 19, 2001	1
FMA - 2850 PLUS	2,367,732	July 18, 2000	2

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