

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	05/06/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CanGen Holdings, LLC		05/06/2005	limited liability company: GEORGIA
RECEIVING PARTY DATA			
Name:	CanGen Holdings, Inc.		
Street Address:	1057 Vijay Drive		
City:	Chamblee		
State/Country:	GEORGIA		
Postal Code:	30341		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2389754	CVC	
Registration Number:	1293932	GENCA	
CORRESPONDENCE DATA			
Fax Number:	(303)291-2400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303-291-2300		
Email:	dentrademark@perkinscoie.com		
Correspondent Name:	Debra Howerton		
Address Line 1:	1899 Wynkoop Street		
Address Line 2:	Suite 700		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Debra Howerton		
Signature:	/Debra Howerton/		

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REEL: 003082 FRAME: 0771

TRADEMARK

Date:

05/13/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** ("Assignment") is made effective May 10, 2005, between CanGen Holdings, LLC, a Georgia limited liability company ("Assignor"), in favor of CanGen Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks, trade names and domain names, including any and all registrations and applications for same, that are identified in Exhibit A (collectively, the "Marks"), together with the goodwill of the business symbolized by the Marks; and

WHEREAS, Assignee desires to acquire the Marks and the goodwill appurtenant thereto;

NOW, THEREFORE, for five dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title, and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. **Covenants.**

(a) Assignor hereby covenants that it has the full right to convey the interest assigned herein, including, without limitation, the goodwill related thereto, free and clear of all known claims, liens and encumbrances, and will not take any action in conflict with this Assignment.

(b) Assignor further covenants and agrees that it will, without further consideration, execute and deliver any and all documents reasonably necessary to effect this transfer, including, without limitation, any and all documents required to effect the assignment to Assignee of individual applications, or registrations, or renewals in any country where Assignor has existing applications, registrations, or renewals.

IN WITNESS WHEREOF, the undersigned has executed this Assignment to be effective as of the date set forth above.

ASSIGNOR:

CANGEN HOLDINGS, LLC

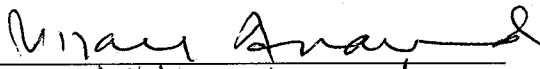

Name: Vijay Anand
Title: Manager

EXHIBIT A

Marks:

<u>Mark</u>	<u>Application/Registration No.</u>	<u>Filing/Registration Date</u>
CVC	2389754	09/26/00
GENCA	1293932	09/11/84

Domain Names:

canterburyengineering.com

genca.com