

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
HPLX-B, LLC		10/14/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	AirIQ Marine, Inc.
Street Address:	1099 Kingston Road
Internal Address:	Suite 233
City:	Pickering, Ontario
State/Country:	CANADA
Postal Code:	L1V 1B5
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2341173	BOATRACS
Registration Number:	2408052	BOATRACS
Registration Number:	2326811	BOATRACS
Registration Number:	2292931	BOATMAIL
Registration Number:	2263381	BOATCOMM

CORRESPONDENCE DATA

Fax Number: (215)965-1210
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (215) 965-1200
 Email: dballantyne@akingump.com
 Correspondent Name: Jordan A. LaVine
 Address Line 1: 2005 Market Street
 Address Line 2: One Commerce Sq.
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-7013

CH \$140.00 2341173

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Jordan A. Lavine
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Signature:	/Jordan A. LaVine/
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Date:	05/25/2005
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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This Assignment of Trademarks Agreement is made this 14th day of October, 2004 (the "Agreement"), by and between HPLX-B, LLC, a Delaware limited liability company ("Assignor") and AirIQ Marine, Inc., a Delaware corporation ("Assignee"). Reference is made to the Asset Purchase Agreement, dated as of September 13, 2004 (the "Asset Purchase Agreement") by and among Assignor, Assignee, and HPLX Funding, LLC, a Delaware limited liability company and the sole member of Assignor.

WHEREAS, Assignor is the current owner of the trademark BOATRACS in both word and design format (each a "Trademark" and collectively, the "Trademarks"), including but not limited to the following U.S. federal and international trademark registrations:

- Trademark, Boatracs, Registration No. 2,341,173 (Class 9) Serial No. 75/716,034 (Class 9)
- Service Mark, Boatracs, Registration No. 2,326,811 (Class 38), Serial No. 75/714,830 (Class 38)
- Service Mark, Boatracs, Registration No. 2,408,052 (Class 42), Serial No. 75/716,032 (Class 42)
- Service Mark, BoatMail, Registration No. 2,292,931 (Class 38), Serial No. 75/627,405 (Class 38)
- Service Mark, BoatComm, Registration No. 2,263,381 (Class 38), Serial No. 75/126,790 (Class 38)
- Trademark, BoatComm (International), Application No. 000413625 (Class 9 & 38), Registration No. 75/126,790

WHEREAS, Assignee desires to acquire, and Assignor wishes to assign to Assignee, all of Assignor's right, title and interest in and to each of the Trademarks.


NOW, THEREFORE, pursuant to the Asset Purchase Agreement, and for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to each of the Trademarks, together with the goodwill symbolized thereby.

2. Assignor shall, at any time and from time to time subsequent to the date hereof, upon the reasonable request of Assignee, promptly execute and deliver to Assignee such further instruments of sale, conveyance, assignment and transfer, and take such other action in order to (i) effectively sell, convey, grant, assign, transfer and deliver all or any portion of the Trademarks to Assignee or (ii) confirm to any other person the ownership of the Trademarks by Assignee; provided that Assignee shall be responsible for the filing and transfer fees and any other expenses related to such matters other than Assignor's internal costs and financial and legal advisors' fees and expenses.

ASSIGNOR:

HPLX-B, LLC

By:  HPLX Funding LLC,
Its Sole Member
By: _____
Name: Brandon Nixon
Title: Chief Executive Officer

ASSIGNEE:

AIRIQ MARINE, INC.

By: _____
Name: Donald E. Simmonds
Title: President and Chief Executive
Officer

ASSIGNOR:


HPLX-B, LLC

By: HPLX Funding LLC,
Its Sole Member

By: _____
Name: Brandon Nixon
Title: Chief Executive Officer

ASSIGNEE:

AIRIQ MARINE, INC.

By: 
Name: Donald E. Simmonds
Title: President and Chief Executive
Officer

Signature Page - Assignment of Trademarks Agreement