

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
POWERSPARES, INC.		05/26/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	THE ALLIED POWER GROUP LLC		
Street Address:	c/o Powerspares Inc., One South Ocean Boulevard		
Internal Address:	Suite 324		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2909081	OUTAGE IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6837		
Email:	colson@edwardsangell.com		
Correspondent Name:	Carrie Webb Olson		
Address Line 1:	301 Tresser Boulevard		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Carrie Webb Olson		
Signature:	/carrie webb olson/		
Date:	06/09/2005		

CH \$40.00 2909081

Total Attachments: 8

900026219

**TRADEMARK
 REEL: 003100 FRAME: 0435**

source=PowerSpares Inc IP Assignment Agreement#page1.tif
source=PowerSpares Inc IP Assignment Agreement#page2.tif
source=PowerSpares Inc IP Assignment Agreement#page3.tif
source=PowerSpares Inc IP Assignment Agreement#page4.tif
source=PowerSpares Inc IP Assignment Agreement#page5.tif
source=PowerSpares Inc IP Assignment Agreement#page6.tif
source=PowerSpares Inc IP Assignment Agreement#page7.tif
source=PowerSpares Inc IP Assignment Agreement#page8.tif

PS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated May 26, 2005, between POWERSPARES, INC., a Florida corporation ("Assignor") and THE ALLIED POWER GROUP LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to the Asset Contribution Agreement by and among Assignor, Bruce D. Agardy, as trustee of the Bruce D. Agardy Trust Agreement U/A dated November 14, 1989, as restated, shareholder of Assignor, Assignee and Turbine Blade Repair Specialist, Inc., a Texas corporation dated as of the date hereof (as amended restated, supplemented or otherwise modified from time to time and including all exhibits, attachments and appendices thereto, the "Asset Contribution Agreement"), Assignor has agreed to assign, transfer, convey and deliver to Assignee and Assignee has agreed to acquire from Assignor the PS Contributed Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, Assignor is the owner of all right, title and interest in and to, or licensee of, various intellectual property that is included in the PS Contributed Assets and identified in the Asset Contribution Agreement as the PS Intellectual Property, as listed on Schedule A hereto and incorporated herein by reference (the "PS Intellectual Property").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements contained herein and in the Asset Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, sets over, assigns, grants, bargains, delivers, transfers, conveys and relinquishes exclusively to Assignee, its successors, legal representatives and assigns:

(a) all right, title and interest in and to the PS Intellectual Property, together with the goodwill of the PS Business associated therewith and that is symbolized thereby;

(b) all right, title and interest in and to the name "Powerspars, Inc." and all derivations thereof; and

(c) all products and proceeds of the foregoing, including, without limitation, all rights to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other) for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the PS Intellectual Property, or any license, agreement, contract or other matter relating thereto, and any and all renewals and extensions thereof that may be hereafter secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the

date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made.

2. Assignor hereby agrees to authorize and request the Commissioner of Patents and Trademarks of the United States of America and the appropriate officers of all other jurisdictions in which any of the PS Intellectual Property is registered or in which an application for registration is pending, to record the title of Assignee, its successors, legal representatives and assigns, as owner of all right, title and interest in and to the PS Intellectual Property owned by PS, together with all goodwill of the PS Business associated and symbolized therewith, and to issue the Certificate of Registration resulting from any such application for registration of PS Intellectual Property or renewal of any existing registration of PS Intellectual Property to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. The Assignor agrees that it will, at the Assignor's expense, execute and deliver or cause to be executed and delivered, to any of the Assignee or its legal representatives, any other or additional releases, documents, certificates, powers or other writings, and take all additional actions as may be reasonably necessary to transfer the PS Intellectual Property to Assignee, to effectuate and validate this Assignment, to record this Assignment with the United States Patent and Trademark Office and the appropriate domain name registration agencies and the appropriate agencies and offices of all jurisdictions in which one or more of the PS Intellectual Property is or may be registered or in which applications for registration of one or more of the items of PS Intellectual Property are pending, under the relevant laws of the United States or any other jurisdictions.

4. The Assignor agrees that this Assignment shall bind and inure to the benefit of Assignee and its respective successors, assigns, heirs and personal representatives. Assignor may not assign its obligations hereunder to any other person or entity.

5. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.

6. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.

7. The terms of the Asset Contribution Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Contribution Agreement and the terms hereof, the terms of the Asset Contribution Agreement shall govern.

8. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Asset Contribution Agreement.

9. This Assignment will be construed and enforced in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

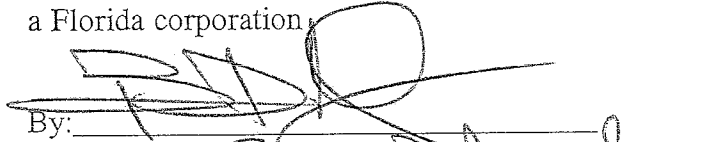
10. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any facsimile copies hereof or signature hereon shall, for all purposes, be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the day and year first written above.

ASSIGNOR:

POWERSPARES, INC.,
a Florida corporation

By: 
Print name: *Richard Agard*
Title: *President*

ACKNOWLEDGMENT

The Allied Power Group LLC, a Delaware limited liability company, hereby acknowledges receipt of the attached Assignment of Intellectual Property, for good and valuable consideration, of all right, title and interest in and to all of the PS Intellectual Property.

THE ALLIED POWER GROUP LLC

By: 

Print name: KEITH MARLER

Title: MANAGER

Schedule A – PS Intellectual Property

I. Registered Trademarks/ServiceMarks*

Mark	Description / Registration No.	Ownership Status
Outage-In-A-Box	Reg. No. 2909081 dated December 7, 2004	Powerspares, Inc.

* Powerspares, Inc. also uses the mark "Powerspares" in commerce but has not filed a registration statement covering this mark

II. Domain Names

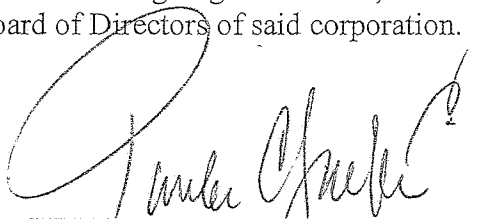
Domain Name
www.powerspares.com
www.outageinabox.com

STATE OF FLORIDA) ss.: BOCA RATON
COUNTY OF PALM BEACH

On the 25th day of MAY, 2005, before me personally came KEITH MARLER, to me known, who, being by me duly sworn, did depose and say that she/he is A MANAGER of **The Allied Power Group LLC**, a Delaware limited liability company described in and which executed the foregoing instrument; and that she/he signed her/his name thereto by authority of the Board of Directors of said corporation.



PAULA JACKSON
MY COMMISSION # DD 207046
EXPIRES: April 29, 2007
Bonded Thru Budget Notary Services



Notary Public

[SEAL]

