

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nyko Technologies, Inc.		05/13/2005	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Aaron D. Sternberg
Street Address:	14000 NW 29th Avenue
City:	Vancouver
State/Country:	WASHINGTON
Postal Code:	98685
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Noah Ullman
Street Address:	14000 NW 29th Avenue
City:	Vancouver
State/Country:	WASHINGTON
Postal Code:	98685
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2710242	AIR FLO
Registration Number:	2738790	AIR FLO

CORRESPONDENCE DATA

Fax Number: (503)220-2480  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (503) 294-9656  
 Email: pphartigan@stoel.com  
 Correspondent Name: Gary W. Glisson/Stoel Rives LLP  
 Address Line 1: 900 SW Fifth Avenue

OP \$65.00 2710242

Address Line 2: Suite 2600  
Address Line 4: Portland, OREGON 97204-1268

NAME OF SUBMITTER: Patrick P. Hartigan, Paralegal

Signature: /Patrick P. Hartigan/

Date: 06/09/2005

Total Attachments: 2  
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source=Nyko Assignment to Sternberg - Ullman#page2.tif

**EXECUTION COPY**

**TRADEMARK ASSIGNMENT**

**And Trademark Option Exercise Notice**

NYKO Technologies, Inc., a California corporation ("Assignor"), is the owner of the trademarks and related registrations in the United States Patent and Trademark Office listed below:

1. AIR FLO, Reg. No. 2710242, dated April 22, 2003
2. AIR FLO and Design, Reg. No. 2738790, dated July 15, 2003

Aaron Sternberg and Noah Ullman (together, "Assignee") desire to acquire all right, title and interest in and to these trademarks, the related registrations and all related common law marks, trade names, logos and intellectual property related thereto (the registered and unregistered rights and marks collectively are the "Marks"), effective as of May 13, 2005.

Assignee hereby provides written notice and exercises its option to purchase the Marks pursuant to Section 7.4 of that certain Exclusive License Agreement between Assignee and Assignor, dated February 15, 2002, as amended and extended (the "License Agreement"). For purposes of exercising the option, the notice date is May 13, 2005

For the consideration stated in Section 7.4 of the License Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its entire right, title and interest in and to the Marks and the related registrations together with the goodwill of the business symbolized by the Marks and registrations, with all rights of action, powers and benefit to the Marks, due or accrued, including the right to sue for and recover in the Assignee's own name and that of its successors and assigns and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs and attorney fees, arising out of past infringement of the Marks, or injury to the related goodwill.

**EXECUTION COPY**

This Assignment may be exercised in counterparts and by facsimile signatures, all of which together shall be deemed a single instrument.

THIS ASSIGNMENT HAS BEEN EXECUTED TO BE EFFECTIVE AS OF THE DATE REFERENCED ABOVE.

NYKO Technologies, Inc., a California corporation  
(Assignor)

By: 

Name: HERSCHEL NAGHI

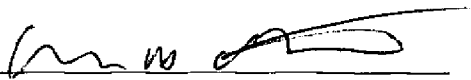
Title: PRESIDENT

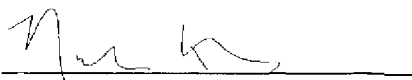
**Acceptance of Assignment**

Aaron Sternberg and Noah Ullman (Assignee) hereby give notice of the exercise of their option to acquire the Marks and accept the assignment of the Marks referenced herein, as of May 13, 2005.

Aaron Sternberg (Assignee)

Noah Ullman (Assignee)

By: 

By: 

Name: Aaron D. Sternberg

Name: Noah Ullman