

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Systematics, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Minnesota
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 22, 2004

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Hugh Y. Okuda

Internal

Address: Suite 203

Street Address: 337 Uluniu Street

City: Kailua

State: HI

Country: USA Zip: 96734

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Individual Citizenship US

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

#868,378

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
AUTOSTART

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wallace Klein

Internal Address: _____

Street Address: 41-14818 Poalima Place

City: Waimanalo

State: HI Zip: 96795

Phone Number: 808-259-5300 or 808-371-3940

Fax Number: 503-296-5321

Email Address: wklein@hawaii.rr.com

6. Total number of applications and registrations involved:

-1-

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 4007
Expiration Date 11/06

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



Signature

May 19, 2005

Date

Hugh Y. Okuda

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 0868378

Recordation Form Cover Sheet (TRADEMARKS ONLY) (Form PTO-1594)

Assignment of Registration No. 868,378

Continuation Sheet

Item 2: Name and address of receiving parties:

Name: David Black
Street Address: 17 Barkentine Road
City: Ranchos Palos Verdes
State: California
Zip: 90275

Individual U.S. Citizen

END OF CONTINUATION SHEET

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK is made this 22nd day of SEP, 2004, by SYSTEMATICS, INC., a Minnesota corporation, whose address is 3581 Ridgewood Road, St. Paul, Minnesota 55112-3647, as "Assignor," in favor of HUGHY. OKUDA, whose address is 337 Uluniu Street, Suite 203, Kailua, Hawaii, 96734, and DAVID BLACK, whose address is 17 Barkentine Road, Rancho Palos Verdes, California 90275, jointly as "Assignee," with reference to the following facts:

A. Assignor is the owner of the trademark "AUTOSTART" (the "Mark"), registered on April 22, 1969, in the United States Patent and Trademark Office as Registration No. 868,378, and renewed on March 20, 1989. A copy of said registration is attached hereto.

B. Assignor now wishes to sell and assign the Mark to Assignee, and Assignee wishes to acquire the Mark from Assignor, on the terms and conditions herein set forth.

NOW, THEREFORE, Assignor and Assignee agree as follows:

1. For a valuable consideration paid to Assignor by Assignee, receipt of which Assignor hereby acknowledges, Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Mark, together with any and all interest of Assignor in and to the goodwill of the business with which the Mark has heretofore been used or associated and which is symbolized by the Mark.

2. This Assignment of the Mark includes the use of the Mark throughout the United States and the entire world, and also includes any and all claims the Assignor may have, whether known or unknown, against all other persons for infringement of the Mark, and all rights of the Assignor to sue for and recover damages and lost profits therefrom and injunctive and other relief on account thereof. This Assignment also includes any and all rights or interest Assignor may have in and to the following expired patents and the technology heretofore protected by such patents: United States Patent No. 3,102,961 dated September 9, 1963; United States Patent No. 3,569,724 dated March 9, 1971; United States Patent No. 3,684,988 dated August 15, 1972; Canadian Patent No. 909,360 dated September 5, 1972; Canadian Patent No. 913,767 dated October 31, 1972; and Canadian Patent No. 939,707 dated January 8, 1974.

3. Assignor agrees to cooperate with Assignee in perfecting this Assignment and Assignee's rights in the Mark and in registering this Assignment with the United States Patent and Trademark Office. Assignor agrees to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request, in order to vest all of Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

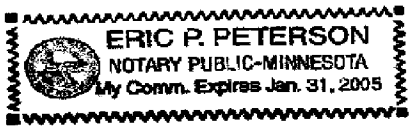
IN WITNESS WHEREOF Assignor has executed this Assignment on the date first written above.

SYSTEMATICS, INC.

By Andrew Kuehn
Andrew Kuehn, President

STATE OF MINNESOTA)
COUNTY OF Ramsey) ss:

On this 22nd day of September, 2004, before me appeared ANDREW KUEHN, who being by me duly sworn did say that he is the President of SYSTEMATICS, INC., the corporation named as Assignor in the foregoing instrument, that he is authorized by the Board of Directors of said corporation to execute said instrument on behalf of said corporation, and acknowledged that he executed said instrument as President of said corporation on behalf of said corporation as its own free act and deed.



Eric Peterson
Notary Public, State of Minnesota

My commission expires: Jan 31st, 2005