

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	07/26/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kyocera Wireless Corp.		07/26/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Opta Systems, LLC
Street Address:	7835 East McClain St.
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85260
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78211400	RAVE

CORRESPONDENCE DATA

Fax Number: (617)854-4040
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-854-4000
 Email: hkaye@pscboston.com
 Correspondent Name: Harvey Kaye
 Address Line 1: One Beacon St., 40th Floor
 Address Line 2: Perkins Smith Cohen LLP
 Address Line 4: Boston, MASSACHUSETTS 02108

NAME OF SUBMITTER:	Harvey Kaye
Signature:	/Harvey Kaye/
Date:	07/27/2005

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Agreement, dated JULY 26, 2005, is by and between Kyocera Wireless Corp, a Delaware corporation having a principal place of business at 10300 Campus Point Drive, San Diego, California 92121 ("Assignor") and Opta Systems, LLC, a Delaware limited liability company having a principal place of business at 7835 East McClain St., Scottsdale, AZ 85260 ("Assignee").

WHEREAS, Assignor, is the owner of certain rights in and to the trademark identified as follows: the mark "RAVE" and all good will and other rights, including common law rights, attached thereto and which is the subject of United States federal trademark application Serial No. 78/211,400 filed February 5, 2003 in the U.S. Patent and Trademark Office ("Trademark"); and

WHEREAS, Assignee wishes to secure Assignor's rights in and to the Trademark, including all goodwill associated therewith, and Assignor wishes to assign such rights to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Assignment.

Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all application and/or registration rights with respect to the Trademark, including Application Serial No. 78/211,400, all rights to prepare derivative marks, all goodwill and all common law rights and other rights), in and to the Trademark for the United States and all foreign countries, including the right to bring legal action for past infringement.

2. Consideration. In consideration for the assignment, the parties have entered into that certain Settlement Agreement dated MAY 5, 2005, fully setting forth the consideration of and for both Parties hereto.

IN WITNESS WHEREOF, the Assignor has executed this assignment, as an instrument as of the date written above.

KYOCERA WIRELESS CORP.

By: Mano
Name: Tsuyoshi Mano
Title: President

The foregoing assignment of said Trademark, associated goodwill and other rights set forth above is hereby accepted as of the date written above.

OPTA SYSTEMS, LLC
By: [Signature]
Name: David Xiong
Title: CEO