

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
Western Holdings		04/11/2005	LTD LIAB JT ST CO: WYOMING
RECEIVING PARTY DATA			
Name:	Klein-Becker IP Holdings, LLC		
Street Address:	1000 East William Street, Suite 204		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89701		
Entity Type:	LTD LIAB JT ST CO: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2679013	OXYDRENE	
Registration Number:	2753165	CRENULIN-RCC	
CORRESPONDENCE DATA			
Fax Number:	(801)517-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8015177003		
Email:	westernholdings@mjstc.net		
Correspondent Name:	Leanna Mulipola		
Address Line 1:	5742 West Harold Gatty Drive		
Address Line 2:	Compliance		
Address Line 4:	Salt Lake City, UTAH 84116		
NAME OF SUBMITTER:	Dennis W. Gay		
Signature:	/dwg/		
Date:	08/26/2005		

OP \$65.00 2679013

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, WESTERN HOLDINGS, L.L.C., a Wyoming limited liability company, having its principal place of business at 5742 W. Harold Gatty Drive, Salt Lake City, Utah 84116 (hereinafter "Assignor") desires to assign to KLEIN-BECKER IP HOLDINGS, LLC, a Nevada limited liability company having its place of business at 601 S. 10th St., Suite 102, Las Vegas, NV 89101 (hereinafter "Assignee") the marks and names it may own as listed in Exhibit "A" hereto (hereinafter referred to as the "Marks").

WHEREAS, Assignor desires to convey to Assignee the entire right, title and interest of Assignor in and to the Marks together with the goodwill of the business appurtenant thereto; and

WHEREAS, Assignee accepts the assignment of the Marks as aforesaid;

NOW, THEREFORE, to all whom it may concern, be it known that Assignor for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, to it paid by the said Assignee, receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does hereby sell, grant, assign, transfer and set over, to the said Assignee, its successors and assigns, its entire right, title and interest in and to the said Marks, together with the goodwill of the business symbolized by each of the Marks and all convention and treaty rights of all kinds in all countries throughout the world, together with all rights and privileges granted and secured thereby, including the right to sue and recover damages for any past or present infringements, said right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made.

Assignor warrants that there has been no abandonment by Assignor of any of the Marks from the date of first use to the date of this Assignment and that each of the Marks is in current use.

Assignor covenants and agrees, to execute and deliver to Assignee any and all additional papers that may reasonably be requested by Assignee and do any further act as may reasonably be required by Assignee for the purpose of implementing the terms of this Assignment, without further charge, cost or expense to Assignee including, without limitation, the registration of this Assignment in appropriate jurisdictions. Assignor agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose. The Assignor hereby irrevocably appoints Assignee to be the Assignor's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of the Assignor in connection with the Marks.

Assignee accepts this Assignment of the Marks and the goodwill of each of the businesses appurtenant thereto

[Signatures appear on next page]

IN WITNESS WHEREOF, the said WESTERN HOLDINGS, L.L.C., as Assignor has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof this 11th day of April, 2005

WESTERN HOLDINGS, L.L.C.

By: COMMAND ENTERPRISES, LLC, Manager

By: [Signature]
Val K. Weight, Vice President, Finance

IN WITNESS WHEREOF, the said KLEIN-BECKER IP HOLDINGS, LLC, as Assignee has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof, this 11th day of April, 2005

KLEIN-BECKER IP HOLDINGS, LLC

By: COMMAND ENTERPRISES, LLC, Manager

By: [Signature]
Carla Fobbs, Legal Administrator

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 11th day of April, 2005 personally appeared before me Val K. Weight, to me personally known, who being by me duly sworn, deposes and says: that he/she is Vice President of Finance of Command Enterprises, L.L.C., manager of WESTERN HOLDINGS, L.L.C., Assignor; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he/she signed this Assignment as a free act on behalf of said limited liability company.

On this 11th day of April, 2005 personally appeared before me Carla Fobbs, to me personally known, who being by me duly sworn, deposes and says: that he/she is Legal Administrator of Command Enterprises, LLC, manager of KLEIN-BECKER IP HOLDINGS, LLC, Assignee; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he/she signed this Assignment as a free act on behalf of said limited liability company.

[Signature]
Notary Public

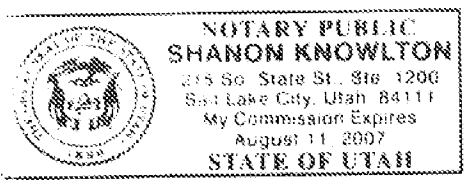


EXHIBIT "A"

US Trademark - OXYDRENE No. 2.679,013
US Trademark - CRENULIN RCC No. 2.753,165