

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rodney E. Hosilyk		12/18/1996	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Road Warrior International, Inc.		
<b>Street Address:</b>	16580 Harbor Boulevard, Suite M		
<b>City:</b>	Fountain Valley		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92708		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2229196	ROAD WARRIOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)953-5822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-953-5912		
<b>Email:</b>	agreenspan@jw.com		
<b>Correspondent Name:</b>	Alan N. Greenspan		
<b>Address Line 1:</b>	901 Main Street, Suite 6000		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	101950.9		
<b>NAME OF SUBMITTER:</b>	Alan N. Greenspan		
<b>Signature:</b>	/Alan N. Greenspan/		
<b>Date:</b>	10/14/2005		

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Total Attachments: 3  
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### TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 12 day of DECEMBER, 1996, by and between **RODNEY E. HOSILYK**, an individual having a business at 16580 Harbor Boulevard, Suite M, Fountain Valley, California 92708 (hereinafter referred to as "ASSIGNOR"), and **ROAD WARRIOR INTERNATIONAL, INC.**, a Nevada corporation having a place of business at 16580 Harbor Boulevard, Suite M, Fountain Valley, California 92708 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations and applications relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Applications and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Applications and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Applications and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Fountain Valley, California, this 13 day of DECEMBER, 1996.

RODNEY E. HOSILYK  
an individual

By: [Signature]  
Rodney E. Hosilyk

Executed at Fountain Valley, California, this 13 day of DECEMBER, 1996.

ROAD WARRIOR INTERNATIONAL, INC.  
a Nevada corporation

By: [Signature]  
Rodney E. Hosilyk  
President

STATE OF

COUNTY OF

]] ss.

On 12/18/96, before me, L. Baldwin, personally appeared **Rodney E. Hosilyk** ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

[Signature]  
Signature



**SCHEDULES TO TRADEMARK ASSIGNMENT**

**SCHEDULE A**

Mark: FACTORY SERVICE CORPORATION  
GLOBETROTTER  
MODEM DOUBLER  
ROAD WARRIOR  
ROAD WARRIOR and Design  
ROAD WARRIOR OUTPOST and Design  
TELECOUPLER

**SCHEDULE B**

**Federal Trademark Registrations:**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
ROAD WARRIOR and Design	1,592,842	04/24/90	9
ROAD WARRIOR and Design	1,610,397	08/21/90	8
TELECOUPLER	1,685,749	05/05/92	9
ROAD WARRIOR and Design	1,909,226	08/01/95	9
ROAD WARRIOR and Design	1,920,847	09/19/95	16

**Federal Trademark Applications:**

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
ROAD WARRIOR and Design	74/418,263	07/27/93	9
ROAD WARRIOR and Design	74/514,281	04/19/94	9
ROAD WARRIOR OUTPOST and Design	75/027,193	12/04/95	42
MODEM DOUBLER	75/057,126	02/08/96	9

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