

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
Retro Box, Ltd.		12/30/2005	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Intechra LLC		
Street Address:	4400 Old Canton Road		
Internal Address:	Suite 310		
City:	Jackson		
State/Country:	MISSISSIPPI		
Postal Code:	39211		
Entity Type:	LIMITED LIABILITY COMPANY: MISSISSIPPI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75739196	RETRO BOX	
Serial Number:	75739195	RB_ RETRO BOX.COM	
Serial Number:	76020914	SECURITY BLANKIT	
CORRESPONDENCE DATA			
Fax Number:	(601)355-6136		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(601) 948-6100		
Email:	rob.holladay@youngwilliams.com		
Correspondent Name:	Robert L. Holladay, Jr.		
Address Line 1:	210 E. Capitol Street		
Address Line 2:	Suite 2000		
Address Line 4:	Jackson, MISSISSIPPI 39201		
NAME OF SUBMITTER:	Robert L. Holladay, Jr.		

OP \$90.00 75739196

Signature:	/Robert L. Holladay, Jr./
Date:	01/12/2006
Total Attachments: 6 source=Trademark Assignment signed#page1.tif source=Trademark Assignment signed#page2.tif source=Trademark Assignment signed#page3.tif source=Trademark Assignment signed#page4.tif source=Trademark Assignment signed#page5.tif source=Trademark Assignment signed#page6.tif	

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 30th day of December, 2005, (the "Effective Date") is by and between RETRO BOX, LTD., an Ohio limited liability company, ("Assignor"), and INTECHRA LLC, a Mississippi limited liability company ("Assignee").

WHEREAS, Assignor and Assignee, among others, have entered into that certain Asset Purchase Agreement (incorporated herein and made a part hereof by reference) whereby Assignee is purchasing substantially all of the assets of Assignor; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the servicemarks/trademarks, both under common law and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as follows:

Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue for past, present and future infringements or misappropriations of the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and officials in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor further covenants to execute any and all documents, papers, forms and/or authorizations and take all other actions that may be reasonably necessary at any time now or in the future to effect and/or perfect this assignment or to confirm Assignee's ownership of the Trademarks.

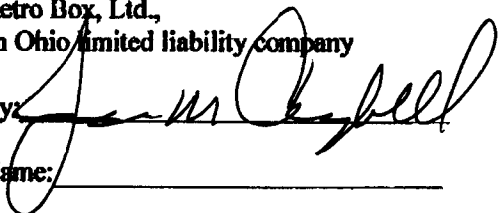
EXECUTION COPY

This Trademark Assignment agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

Retro Box, Ltd.,
an Ohio limited liability company

By: 

Name: _____

Its: _____

ASSIGNEE:

Intechra LLC,
a Mississippi limited liability company

By: _____

Name: _____

Its: _____

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

Retro Box, Ltd.,
an Ohio limited liability company

By: _____

Name: _____

Its: _____

ASSIGNEE:

Intechra LLC,
a Mississippi limited liability company

By: Lynn C Slack, Jr

Name: Lynn C Slack, Jr

Its: Chairman

STATE OF ILLINOIS

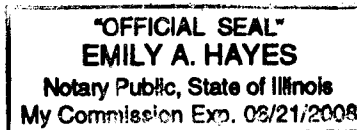
Illinois
RETRO BOX

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27 day of December, 2005, within my jurisdiction, the within named, who acknowledged that he/she is the President/CEO of Retro Box, Ltd., an Ohio limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Emily A. Hayes
Notary Public

My commission expires:

6/21/2008



STATE OF _____
COUNTY OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of December, 2005, within my jurisdiction, the within named, who acknowledged that he/she is the _____ of Intechra LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Notary Public

My commission expires:

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2005, within my jurisdiction, the within named, who acknowledged that he/she is the _____ of _____, a _____ limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

My commission expires:

EXECUTION COPY

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of December, 2005, within my jurisdiction, the within named, who acknowledged that he/she is the _____ of Retro Box, Ltd., an Ohio limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Notary Public

My commission expires:

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of December, 2005, within my jurisdiction, the within named, who acknowledged that he/she is the Chairman of Intechra LLC, a Mississippi limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Mary J. Haines
Notary Public

My commission expires:
1-4-08



EXECUTION COPY

EXHIBIT 1

Trademarks

"Retro Box"	Serial # 75739196 Registration # 2629673 Mark (words only): RETRO BOX Registration Date: 2002-10-08
"Retro Box.com" and Design	Serial # 75739195 Registration # 2603325 Mark (words only): RB_RETRO BOX.COM Registration Date: 2002-08-06
"Security Blankit"	Serial # 76020914 Registration # 2461482 Mark (words only): SECURITY BLANKIT Registration Date: 2001-06-19