

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
Nimax, Inc.		07/28/2004	CORPORATION: CALIFORNIA
Nimax Asia, Ltd		07/28/2004	CORPORATION: HONG KONG
RECEIVING PARTY DATA			
Name:	Ingram Micro Inc.		
Street Address:	1600 East St. Andrew Place		
City:	Santa Ana		
State/Country:	CALIFORNIA		
Postal Code:	92705		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1950119	C/POS	
Registration Number:	1925256	FRONT	
Serial Number:	74231273	MICROMATE	
CORRESPONDENCE DATA			
Fax Number:	(801)255-5338		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-255-5335		
Email:	gclayton@chcpat.com, ttetzl@chcpat.com		
Correspondent Name:	Grant R. Clayton		
Address Line 1:	P.O. Box 1909		
Address Line 4:	Sandy, UTAH 84091		
ATTORNEY DOCKET NUMBER:	T10688.D		
NAME OF SUBMITTER:	Grant R. Clayton		

OP \$90.00 1950119

Signature:

/Grant R. Clayton/

Date:

02/16/2006

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

by and among

INGRAM MICRO INC.

NIMAX, INC.

and

NIMAX ASIA, LTD.

Dated as of July 28, 2004

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of July 28, 2004, is entered into by and among Ingram Micro Inc., a Delaware corporation ("Purchaser"), Nimax, Inc., a California corporation (the "Company"), and Nimax Asia, Ltd, a Hong Kong corporation (the "Subsidiary" and, together with the Company, "Sellers").

RECITALS

A. [REDACTED]

B. [REDACTED]

AGREEMENT

In consideration of the foregoing recitals and the respective covenants, agreements, representations and warranties contained herein, the parties, intending to be legally bound, agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Defined Terms. Unless otherwise defined, capitalized terms used herein shall have the following meanings:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” shall mean all trademarks, trademark registrations, trademark applications, service marks, trade names, business names (including Nimax), Internet domain names, brand names, logos, copyrights, copyright registrations and patents (including registrations, licenses and applications pertaining thereto) relating to, or used in connection with the Business, and any and all trade secrets, confidential information, inventions, know-how, formulae, processes, procedures, research records, market surveys and any and all other intellectual property rights owned or licensed to either Seller and relating to, or used in connection with, the Business.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE II
PURCHASE AND SALE

2.1 Purchase of Assets. On the terms and subject to the conditions of this Agreement, at the Closing, Sellers shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Sellers, free and clear of all Encumbrances, all of Sellers' right, title and interest in and to all of the assets related to or used in connection with the Business other than the Excluded Assets (collectively, the "Purchased Assets"), including without limitation, all of the assets, properties, goodwill, rights and claims of every type and nature, real or personal, tangible or intangible and wherever situated, that are owned by Sellers or in which Sellers have any interest of any type or nature, and which Sellers are now using or the use of which is necessary or related to the Business. The Purchased Assets shall include, without limitation, all of the following (except to the extent constituting Excluded Assets):

[REDACTED]

(c)

[Redacted]

(d)

[Redacted]

(e)

[Redacted]

(f) All Intellectual Property;

(g)

[Redacted]

(h)

[Redacted]

(i)

[Redacted]

(j)

[Redacted]

(k)

[Redacted]

(l)

[Redacted]

(m)

[Redacted]

2.2

[Redacted]

(a)

[Redacted]

(b)

[Redacted]

(c)

[Redacted]

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to execute this Agreement as of the date first set forth hereinabove.

“PURCHASER”:

“THE COMPANY”:

INGRAM MICRO INC.

NIMAX, INC.

By: *K. Muri*
Name: *Kevin Muri*
Title: *President, Ingram Micro Inc.*

By: _____
Name: _____
Title: _____

“THE SUBSIDIARY”:

NIMAX ASIA, LTD

By: _____
Name: _____
Title: _____

[Signature page to Asset Purchase Agreement]

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representative to execute this Agreement as of the date first set forth hereinabove.

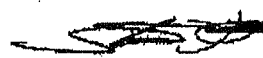
"PURCHASER":

INGRAM MICRO INC.

By: _____
Name: _____
Title: _____


"THE COMPANY":

NIMAX, INC.

By: 
Name: STEVE HSIEH
Title: CEO

"THE SUBSIDIARY":

NIMAX ASIA, LTD

By: 
Name: STEVE HSIEH
Title: DIRECTOR