

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:	03/07/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antenex, Inc.		03/07/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	ANT Acquisition Corp.
Street Address:	2000-205 Bloomingdale Road
City:	Glendale Heights
State/Country:	ILLINOIS
Postal Code:	60139
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1667411	ANTENEX
Registration Number:	2035076	VOYAGER
Registration Number:	2222665	PHANTOM
Serial Number:	76651787	TRAPPER
Serial Number:	76639545	GENESIS
Serial Number:	76633911	SURVIVOR
Serial Number:	76645779	PHANTOM ELITE
Serial Number:	76652027	DISCADOO

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 969-3000
 Email: trademark@proskauer.com

CH \$215.00 1667411

Correspondent Name: Jenifer deWolf Paine
Address Line 1: 1585 Broadway
Address Line 2: Trademark File Room
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:

43877-081

NAME OF SUBMITTER:

Jenifer deWolf Paine

Signature:

/Jenifer deWolf Paine/

Date:

04/04/2006

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 7th day of March 2006 by Antenex, Inc., an Illinois corporation ("Assignor"), in favor of ANT Acquisition Corp., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to transfer and assign, and Assignee agreed to purchase and accept from Assignor, the Assets (as defined in the Purchase Agreement);

WHEREAS, the Assets include, among others, certain trademarks and the business and goodwill appurtenant thereto and certain trademark registrations and applications therefor held by or for use by Assignor, which trademarks, registrations and applications are listed and described in Schedule A attached hereto (the "Marks");

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Marks, registrations and applications therefor; and

WHEREAS, in order to evidence the acquisition of Assignor's right, title and interest in and to the Marks, Assignor desires to execute this Trademark Assignment in favor of Assignee.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.
2. **Assignment.** Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee the entire right, title and interest throughout the world in and to the Marks together with all registrations and applications therefor, and any and all renewals and extensions thereof, together with the business and goodwill appurtenant thereto and the entire right, title and interest in and to any claims in law or equity, including, without limitation, the right to sue for and collect damages arising out of past, present or future infringement or other unauthorized use of the Marks.
3. **Recording; No Conflicts.** Assignor hereby authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement or other document in conflict herewith.
4. **Further Assurances.** Assignor agrees that, upon request by Assignee and without further consideration, Assignor shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary or appropriate to carry out the intent of this Trademark Assignment, as well as provide

such other material, information or assistance as may be necessary or desirable to carry out the intent of this Trademark Assignment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney of Assignor with full power of substitution in the name and stead of Assignor, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive each and all of the Marks and registrations.

5. **Modification; Waiver.** This Trademark Assignment may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.


6. **Severability.** If any provision of this Trademark Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Trademark Assignment, as the case may require, and this Trademark Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

7. **Miscellaneous.** This Trademark Assignment shall be binding upon Assignor and shall inure to the benefit of Assignee, and its representatives, successors and assigns. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute the same agreement.

[END OF TEXT]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date first above written.

ANTENEX, INC.

By:  _____
Name:
Title:

Signature Page to Trademark Assignment

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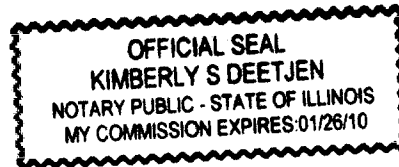
TRADEMARK
REEL: 003282 FRAME: 0233

STATE OF Illinois)
) ss:
COUNTY OF DuPage)

The foregoing Trademark Assignment was acknowledged before me this 7th day of March, 2006, by Donald Cuso who being duly sworn, did say that he/she is the President/CEO of Antenex, Inc., an Illinois corporation, and has executed Trademark Assignment on behalf of such corporation.


Notary Public

My commission expires:



Notarization Page to Trademark Assignment

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TRADEMARK
REEL: 003282 FRAME: 0234

Schedule A

<u>TRADEMARK</u>	<u>REGISTRATION NO. or (APPLICATION NO.)</u>	<u>REGISTRATION DATE or (FILING DATE)</u>
ANTENEX	1,667,411	12/10/1991
VOYAGER	2,035,076	2/4/1997
PHANTOM	2,222,665	2/9/1999
TRAPPER	(76/651,787)	(12/12/2005)
GENESIS	(76/639,545)	(5/25/2005)
SURVIVOR	(76/633,911)	(3/21/2005)
PHANTOM ELITE	(76/645,779)	(8/29/2005)
DISCADOO	(76/652,027)	(12/19/05)
ANTENEX (European Union)	000992099	2/16/2000
ANTENEX (Ecuador)	11646-01	6/21/2001
ANTENEX (Venezuela)	P213451	8/6/1999
ANTENEX (Argentina)	1,725,492	3/18/1999
ANTENEX (Peru)	44888	4/3/1998
MAGPLATE		In process
TEFLEX		In process
MOUNTAINEER		In process
ATX 195		In process
GPSx		In process
BLACKHAWK		In process
STAND-UP		In process
MULTIVERSITY		In process
X-ACT HOLE SAW		In process
PATENTED FIELD DIVERSITY		In process
SPRINGGUARD		In process