

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Evolution Robotics, Inc.		12/30/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Evolution Robotics Retail, Inc.
Street Address:	130 West Union Street
City:	Pasadena
State/Country:	CALIFORNIA
Postal Code:	91103
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76599926	LANEHAWK

CORRESPONDENCE DATA

Fax Number: (626)535-2703
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 626-535-2894
 Email: stacie@idealab.com
 Correspondent Name: Stacie N. Simons
 Address Line 1: 130 West Union Street
 Address Line 4: Pasadena, CALIFORNIA 91103

ATTORNEY DOCKET NUMBER:	04/495/ER
NAME OF SUBMITTER:	Stacie N. Simons
Signature:	/sns/

CH \$40.00 76599926

Date:

05/24/2006

Total Attachments: 2

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EXHIBIT B
INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "**IP Assignment**") is made as of December 30, 2005, by and between Evolution Robotics, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, California 91103 ("**Assignor**") and Evolution Robotics Retail, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, CA 91103 ("**Assignee**").

WHEREAS, Assignee and Assignor are parties to an Intellectual Property Contribution Agreement, dated December 30, 2005 (the "**Agreement**"), pursuant to which Assignor has agreed to transfer and Assignee has agreed to acquire Assignor's interest in and to the works identified and set forth on Schedule B-1 attached hereto and incorporated herewith (collectively, the "**Works**"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Works;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

- (a) Assignor hereby sells and assigns to Assignee all of Assignor's right, title and interest in and to the Works, including any rights therein arising under federal, state, and common law copyright laws, trademark laws, trade secret laws, or other intellectual property laws, and all claims and causes of action relating to infringement of the Works.
- (b) ASSIGNOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES RELATING TO THE WORKS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.
- (c) Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Works to Assignee.
- (d) This IP Assignment shall be binding upon and inure to the benefit of Assignor and Assignee hereto and their respective successors, transferees, and assigns, whether by merger or consolidation or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Assignment as of the date set forth above.

"ASSIGNOR"
EVOLUTION ROBOTICS, INC.

a Delaware Corporation

By: _____

Paolo Pirjanjan

"ASSIGNEE"
EVOLUTION ROBOTICS RETAIL, INC.

a Delaware corporation

By: _____

Alec Hudnut

Schedule B-1

- All LaneHawk names, logos, trademarks, including:

Mark	Country	Status	Appl. or Reg. No.	Class / Type
Docket Number				
<i>LANEHAWK</i>				
05/683/ER	Community Trademark	Pending	4415469	9, 35, 42
05/684/ER	South Korea	Pending	40-2005-19873	9
04/495/ER	United States	Pending	76/599926	9

- All LaneHawk domain names including lanehawk.com and lanehawk.net
- LaneHawk computer source code, object code, documentation, and other related programming, code or other materials, as further set forth in Schedule B-2.
- All LaneHawk development materials, including:
 - prototype design drawings (2D and 3D), notes, test results, pictures, and other documentation
 - other LaneHawk-related written materials, copyrighted materials, and other tangible documentation in any form or media

Schedule B-2

Repository	Module
evolution	BOB
evolution-external	BOB
evolution	lanehawk