

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                           |
|----------------------------------|--|-----------------------|---------------------------|
| <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>        |
| Mr. Jeral Richardson             |  | 03/17/2006            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                           |
| <b>Name:</b>                     | Niadyne, Inc.  |                       |                           |
| <b>Street Address:</b>           | 1000 Park 40 West  |                       |                           |
| <b>City:</b>                     | Durham   |                       |                           |
| <b>State/Country:</b>            | NORTH CAROLINA   |                       |                           |
| <b>Postal Code:</b>              | 27713  |                       |                           |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                           |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                           |
| Registration Number:             | 2744360  | NIA PRODUCTS          |                           |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                           |
| <b>Fax Number:</b>               | (919)781-4865  |                       |                           |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                           |
| <b>Phone:</b>                    | 919-781-4000   |                       |                           |
| <b>Email:</b>                    | rjones@wyrick.com  |                       |                           |
| <b>Correspondent Name:</b>       | Robert T. Jones, Jr., Paralegal  |                       |                           |
| <b>Address Line 1:</b>           | 4101 Lake Boone Trail  |                       |                           |
| <b>Address Line 2:</b>           | Suite 300  |                       |                           |
| <b>Address Line 4:</b>           | Raleigh, NORTH CAROLINA 27607  |                       |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 17661.18   |                       |                           |
| <b>NAME OF SUBMITTER:</b>        | Robert T. Jones, Jr.   |                       |                           |
| <b>Signature:</b>                | /rtj/  |                       |                           |
| <b>Date:</b>                     | 07/07/2006   |                       |                           |

**OP \$40.00 2744360**

**Total Attachments: 3**

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## ASSIGNMENT OF TRADEMARK

WHEREAS Jeral Richardson d/b/a Nia Products, a citizen of the United States of America with a principal address at 1640 Beverly Avenue, Clovis, California 93611 (the "Assignor"), is the owner of the trademark NIA PRODUCTS identified on Schedule A attached hereto (the "Trademark"); and

WHEREAS Niadyne, Inc., a Delaware corporation with offices at 1000 Park 40 West, Durham, North Carolina 27713 (the "Assignee"), is desirous of obtaining the entire right, title and interest in the Trademark;

NOW THEREFORE, in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in and to the Trademark and all goodwill associated with the business of Assignor relating to the Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the end of the terms for which the Trademark has been granted, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all claims by Assignor for damages by reason of past infringement of the Trademark with the right to sue for, and collect the same for Assignee's own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

Assignor hereby further covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to Assignor respecting said Trademark.

Assignor hereby further covenants and agrees that it will stop selling products with the Trademark affixed to it when it sells off its inventory or within eighteen months from the date of execution of this Assignment, whichever is sooner.

Assignee hereby covenants and agrees that it does not desire to purchase the domain name niaproducts.com registered by Assignor and that Assignor may continue to use the domain name.

**[The remainder of this page is intentionally left blank]**

IN TESTIMONY WHEREOF, the undersigned hereto sets his hand and seal this \_\_\_\_\_ day of March 2006.

Assignor: Jeral Richardson d/b/a Nia Products

By: Jeral Richardson  
Title:

State of California )

SS:

County of Fresno )

I hereby certify that on this 17<sup>th</sup> day of March 2006, before me personally appeared Jeral Richardson, of whom [~~I have personal knowledge of his identity~~] OR [I have seen satisfactory evidence of his identity, by a current state or federal identification with such person's photograph and either a signature or physical description of such person, in the form of CA Drivers license], and who acknowledged to me that he voluntarily executed the foregoing instrument for the purposes stated therein, and acknowledged that he is duly authorized to execute the same.

Witness my hand and official seal, this the 17<sup>th</sup> day of March 2006.

Christa Melton  
Notary Public

My Commission Expires:

October 24, 2008



SCHEDULE A

| <u>Trademark</u> | <u>Registration No.</u> | <u>Date of Registration</u> |
|------------------|-------------------------|-----------------------------|
| NIA PRODUCTS     | 2,744,360               | July 29, 2003               |