

**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>
Electro Source, Inc.		06/08/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Electro Source, LLC		
<b>Street Address:</b>	12233 Olympic Boulevard		
<b>Internal Address:</b>	Suite 280		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90064		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1948919	ELECTRO SOURCE	
Registration Number:	1979425	ESI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)895-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-895-2000		
<b>Email:</b>	dmack@brownraysman.com		
<b>Correspondent Name:</b>	Monica B. Richman		
<b>Address Line 1:</b>	900 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	10799/4 DISB CODE 079		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman		
<b>Signature:</b>	/monica b. richman/		

CH \$65.00 1948919

Date:

07/24/2006

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

This Assignment Agreement is by and between Electro Source, Inc., a California corporation with a place of business at 2700 Pennsylvania Avenue, Suite 100, Santa Monica, California, 90404 ("Assignor") and Electro Source, LLC, a limited liability company organized under the laws of California, with a place of business at 12233 Olympic Boulevard, Suite 280, Los Angeles, California, 90064 ("Assignee").

WHEREAS, Assignor is the owner of the mark ELECTRO SOURCE and the corresponding U.S. Trademark Registration No. 1,948,919 and the mark ESI and Design and the corresponding U.S. Trademark Registration No. 1,979,425 (hereinafter the "Registrations"); and

WHEREAS, Assignee desires to acquire all of the Assignor's right, title and interest in and to the Registrations.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee, all of Assignor's right, title, and interest in and to the Registrations, together with the business, or portion thereof, to which the Registrations pertain, the goodwill symbolized by use of the Registrations, and the right to sue third parties for and recover damages from past and future infringement of the Registrations.

All covenants and obligations herein shall be binding on and inure to the benefit of the Assignor, Assignee and their respective successors and permitted assigns.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Registrations to the Assignee as owner of all

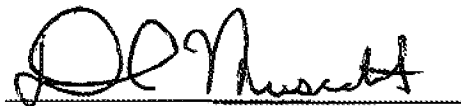
right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed by the parties on the day and year written below.

**Electro Source, Inc.**

Assignor

Date: June 8, 2006



Name:

Title:

**Electro Source, LLC**

Assignee

Date: June 8, 2006



Name: Dave Muscatel

Title: Chief Operating Officer