

**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>
D4D Technologies, L.P.		07/18/2006	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	D4D Technologies, LLC		
<b>Street Address:</b>	630 International Parkway, Suite 150		
<b>City:</b>	Richardson		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75081		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2996019	D4D	
Registration Number:	3053164	EVOLUTION4D	
Serial Number:	78748735	E4D	
Serial Number:	78472033	WANDOM	
Serial Number:	76538708	D3D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)977-4405		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-977-4457		
<b>Email:</b>	eadavis@uhlaw.com		
<b>Correspondent Name:</b>	Elizabeth A. Davis		
<b>Address Line 1:</b>	70 W. Madison, Suite 3500		
<b>Address Line 2:</b>	Ungaretti & Harris LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60602		

OP \$140.00 2996019

ATTORNEY DOCKET NUMBER:	1002237-001
NAME OF SUBMITTER:	Elizabeth A. Davis
Signature:	/elizabeth davis/
Date:	07/25/2006
Total Attachments: 5 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of July 18, 2006, by and between D4D Technologies, L.P., a Texas limited partnership ("D4DLP"), and D4D Technologies, LLC, a Delaware limited liability company (the "Company").

WHEREAS, D4DLP is the owner of the entire right, title and interest in and to the trademarks listed on Schedule A hereto (the "Trademarks"); and

WHEREAS, D4DLP has agreed to transfer, convey and assign substantially all of its assets and business, including the Trademarks, to the Company pursuant to that certain Assignment and Assumption Agreement of even date herewith between D4DLP and the Company.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. D4DLP hereby assigns to the Company, without any warranties, express or implied, of any nature whatsoever, all right, title and interest in, to and under the Trademarks and to the goodwill of the business relating thereto and symbolized by said Trademarks.

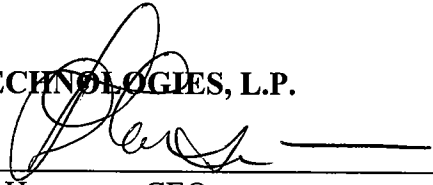
2. D4DLP hereby transfers, assigns and sets over to the Company, all of D4DLP's right, title and interest, legal and equitable, in and to any claims or causes of action relating to the Trademarks, including but not limited to past, present or future infringements of the Trademarks and unfair competition, that D4DLP may have against any third parties, whether known or unknown, and to apply any damages recovered to the Company's account.

3. D4DLP covenants that it will provide the Company, upon Company's request, all pertinent facts and documents relating to the Trademarks, as may be known and accessible to D4DLP, and D4DLP will testify as to the same in any legal or governmental proceeding related thereto, and will promptly execute and cause to be executed, at the request of the Company, or its designees, successors, assigns or legal representatives, all assignments, powers of attorney, affidavits, declarations, and other papers as may be reasonably necessary to enable the Company to obtain, issue, maintain and enforce the Trademarks herein conveyed or intended to be conveyed.

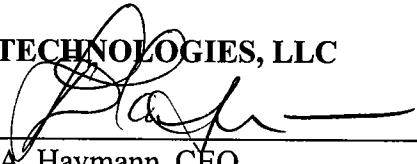
[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment and Assumption Agreement to be executed as of the date first above written.

**D4D TECHNOLOGIES, L.P.**

  
\_\_\_\_\_  
Basil A. Haymann, CEO

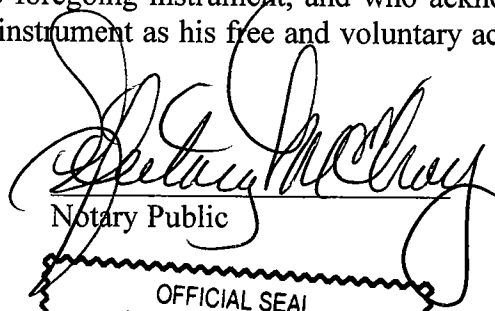

**D4D TECHNOLOGIES, LLC**

  
\_\_\_\_\_  
Basil A. Haymann, CEO

STATE OF ILLINOIS )  
 )  
 ) SS:  
COUNTY OF COOK )

Before me, a Notary Public in and for the County and State aforesaid, appeared to me Basil A. Haymann, personally known to be the officer of D4D Technologies, L.P. above executing this document, and having authority to sign on behalf of the entity and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

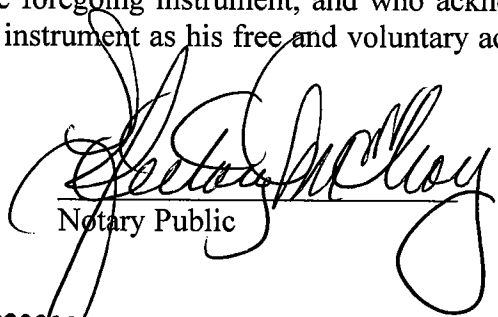
(SEAL)

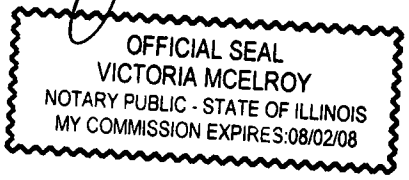
  
Notary Public  


STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

Before me, a Notary Public in and for the County and State aforesaid, appeared to me Basil A. Haymann, personally known to be the officer of D4D Technologies, LLC above executing this document, and having authority to sign on behalf of the entity and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

  
Notary Public



SCHEDULE A

TRADEMARKS

<i>Owner</i>	<i>Mark</i>	<i>Registration No.</i>	<i>Application No.</i>	<i>Jurisdiction</i>
D4D Technologies, L.P.	D4D	2,996,019	78/368,880	USA
D4D Technologies, L.P.	EVOLUTION4D	3,053,164	78/368,438	USA
D4D Technologies, L.P.	E4D		78/748,735	USA
D4D Technologies, L.P.	WANDOM		78/472033	USA
D4D Technologies, L.P.	D3D		76/538,708	USA
D4D Technologies, L.P.	D4D		CA1227170	Canada
D4D Technologies, L.P.	D4D		3,935,616	CTM
D4D Technologies, L.P.	D4D	1,011,543		Australia
D4D Technologies, L.P.	D4D	715479		New Zealand
D4D Technologies, L.P.	D4D		67927/2004	Japan
D4D Technologies, L.P.	D4D and Design		116443/2005	Japan
D4D Technologies, L.P.	EVOLUTION4D		CA1232624	Canada
D4D Technologies, L.P.	EVOLUTION4D		3,935,467	CTM
D4D Technologies, L.P.	EVOLUTION4D		67928/2004	Japan
D4D Technologies, L.P.	EVOLUTION4D	715480		New Zealand
D4D Technologies, L.P.	EVOLUTION4D	1,011,496		Australia

TRADEMARK

RECORDED: 07/25/2006

REEL: 003354 FRAME: 0488