

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XM INTERNATIONAL, LLC		09/29/2006	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	WESTERN HOLDINGS, LLC		
Street Address:	1821 Logan Avenue		
City:	Cheyenne		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2730753	NITROVARIN	
CORRESPONDENCE DATA			
Fax Number:	(801)530-2978		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801.517.7038		
Email:	westernholdings@mjstc.net		
Correspondent Name:	WESTERN HOLDINGS, LLC		
Address Line 1:	1821 Logan Avenue		
Address Line 4:	Cheyenne, WYOMING 82001		
ATTORNEY DOCKET NUMBER:	NITROVARIN / XMI ASSIGN.		
NAME OF SUBMITTER:	Dennis W. Gay		
Signature:	/dwg/		
Date:	10/09/2006		

OP \$40.00 2730753

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

WHEREAS, XM INTERNATIONAL, LLC, a Utah limited liability company, having its principal place of business at 5742 W. Harold Gatty Drive, Salt Lake City, Utah 84116 (hereinafter "Assignor") desires to assign to WESTERN HOLDINGS, L.L.C., a Wyoming limited liability company having its place of business at 1821 Logan Avenue Cheyenne, WY 82001 (hereinafter "Assignee") the Mark and name it may own as listed in Exhibit "A" hereto (hereinafter referred to as the "Mark").

WHEREAS, Assignor desires to convey to Assignee the entire right, title and interest of Assignor in and to the Mark together with the goodwill of the business appurtenant thereto; and

WHEREAS, Assignee accepts the assignment of the Mark as aforesaid;

NOW, THEREFORE, to all whom it may concern, be it known that Assignor for and in consideration of the sum of one dollar (\$1.00), and other good and valuable consideration, to it paid by the said Assignee, receipt and sufficiency of which are hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does hereby sell, grant, assign, transfer and set over, to the said Assignee, its successors and assigns, its entire right, title and interest in and to the said Mark, together with the goodwill of the business symbolized by the Mark and all convention and treaty rights of all kinds in all countries throughout the world, together with all rights and privileges granted and secured thereby, including the right to sue and recover damages for any past or present infringements, said right, title and interest to be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by the said Assignor had this assignment not been made, all effective *nunc pro tunc* as of the 25th day of July, 2005

Assignor warrants that there has been no abandonment by Assignor of the Mark from the date of first use to the date of this Assignment and that the Mark is in current use.

Assignor covenants and agrees, to execute and deliver to Assignee any and all additional papers that may reasonably be requested by Assignee and do any further act as may reasonably be required by Assignee for the purpose of implementing the terms of this Assignment, without further charge, cost or expense to Assignee including, without limitation, the registration of this Assignment in appropriate jurisdictions. Assignor agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose. Assignor hereby irrevocably appoints Assignee to be Assignor's attorney-in-fact with an irrevocable power to do all acts and things for and in the name of Assignor in connection with the Mark.

Assignee accepts this Assignment of the Mark and the goodwill of the business appurtenant thereto

[Signatures appear on next page]

IN WITNESS WHEREOF, the said XM International, LLC, as Assignor has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof this 29th day of September, 2006.

XM INTERNATIONAL, LLC

By: 
Dennis W. Gay, Manager

IN WITNESS WHEREOF, the said WESTERN HOLDINGS, L.L.C., as Assignee has caused these presents to be executed by a duly authorized officer or a duly authorized manager thereof, this 29th day of September, 2006.

WESTERN HOLDINGS, L.L.C.

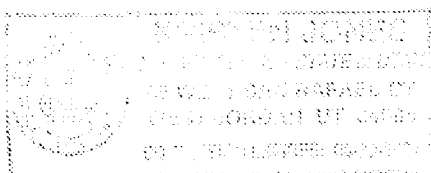
By: COMMAND ENTERPRISES, LLC, Manager

By: 
Val K. Weight, Vice President, Finance

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 29th day of September, 2006, personally appeared before me Dennis W. Gay, to me personally known, who being by me duly sworn, deposes and says: that he is manager of XM INTERNATIONAL, LLC, Assignor; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he signed this Assignment as a free act on behalf of said limited liability company.

On this 29th day of September, 2006, personally appeared before me Val K. Weight, to me personally known, who being by me duly sworn, deposes and says: that he is Vice President of Finance of Command Enterprises, LLC, manager of WESTERN HOLDINGS, LLC, Assignee; that the execution and delivery of this Assignment was authorized by said limited liability company; and that he signed this Assignment as a free act on behalf of said limited liability company.




Notary Public

EXHIBIT "A"

US Trademark Registration for NITROVARIN® (class 5), Registration
#2,730,753, Registration date June 24, 2003