

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmation of Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lexington Funding LLC		07/07/2003	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	HPLX Funding, LLC		
Street Address:	44 Montgomery Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1894958	ADVS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	021038-0055 (CONF ASSIGN)		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		
Date:	11/30/2006		

OP \$40.00 1894958

Total Attachments: 3

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CONFIRMATION OF ASSIGNMENT

Lexington Funding LLC ("Assignor") executed an Assignment and Assumption of Loans Agreement on July 7, 2003 (the "Assignment Agreement") whereby Assignor conveyed, assigned, transferred and delivered to HPLX Funding, LLC ("Assignee") all of its right, title and interest in, to and under the Senior Loan (as defined below) and Subordinated Loans (as defined below) (the "Assignment"). The aforementioned parties seek to confirm the Assignment.

Assignor confirms and agrees that the Assignment was executed for good and valuable consideration and such consideration was received by Assignor.

Assignor acknowledges and agrees that:

1. The "Senior Loan" mean that interest in the loan originally from First National Bank to Advanced Remove Communications Solutions, Inc., a California corporation ("ARCMS"), and Enerdyne Technologies, Inc., a California corporation, evidenced by that certain Loan Agreement dated December 29, 1998, as amended, that certain Promissory Note dated December 29, 1998, as amended, and all security agreements, pledge agreements, guarantees, financing statements, subordination agreements and other documents or instruments entered into in connection therewith (the "Senior Loan Documents"), and recorded with The United States Patent and Trademark Office at Reel/Frame Nos.: 1839/0245 (Trademark) and 009689/0248 (Patent).

2. The "Subordinated Loans" mean that interest in the loans originally from Scott T. Boden, Irene Shinsato and Gary L. Shields to ARCMS, evidenced by that Debt Agreement dated as of July 7, 1998, as amended, those promissory notes dated July 7, 1998, those amended and restated promissory notes dated January 14, 2003, and all security agreements, pledge agreements, guarantees, financing statements, subordination agreements and other documents or instruments entered into in connection therewith (the "Subordinated Loan Documents"), and recorded with The United States Patent and Trademark Office at Reel/Frame Nos.: 1750/0308 (Trademark) and 009279/0744 (Patent).

3. Pursuant to the Assignment Agreement, Assignor unconditionally conveyed, assigned, transferred, set over and delivered without warranty, representation or recourse to Assignor, including without limitation, with respect to the collectibility of any of the Senior Loan or Subordinated Loans, all of Assignor's right, title and interest in, to and under the Senior Loan, the Senior Loan Documents, the Subordinated Loan and the Subordinated Loan Documents unto Assignee on the date of the Assignment Agreement.

4. Pursuant to the Assignment Agreement, Assignee accepted and assumed from Assignor the Senior Loan and the Subordinated Loans from and after the date of the Assignment Agreement and agreed to perform all duties responsibilities and obligations of Assignor under, the Senior Loan, Senior Loan Documents, Subordinated Loans and Subordinated Loan Documents from and after the date of the Assignment Agreement.

5. The parties hereby agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Confirmation of Assignment and the Assignment Agreement.

6. This Confirmation of Assignment may be executed in two or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that Assignee and Assignor are not signatory to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmation of Assignment as of June 19, 2006.

ASSIGNOR:

Lexington Funding LLC

By: Lexington Commercial Holdings, Inc.

By: *Harvey Holt*

Name:

Title:

ASSIGNEE:

HPLX Funding, LLC,

By: _____

Name: Brandon Nixon

Chief Executive Officer

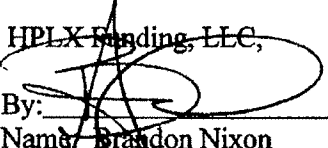
IN WITNESS WHEREOF, the parties hereto have executed this Confirmation of Assignment as of June 19, 2006.

ASSIGNOR:

Lexington Funding LLC
By: Lexington Commercial Holdings, Inc.

By: _____
Name:
Title:

ASSIGNEE:

HPLX Funding, LLC,
By:  _____
Name: Brandon Nixon
Title: Chief Executive Officer