

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
XyberNet, Inc.		08/31/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EDM Acquisition Corp.		
Street Address:	10640 Scripps Boulevard		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92131		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76666771	XYBERNET	
Registration Number:	2915456	DATARRAY	
CORRESPONDENCE DATA			
Fax Number:	(619)297-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6192979800		
Email:	mwilson@wilsoncorbin.com		
Correspondent Name:	J. Michael Wilson		
Address Line 1:	591 Camino de la Reina		
Address Line 2:	Suite 860		
Address Line 4:	San Diego, CALIFORNIA 92108		
ATTORNEY DOCKET NUMBER:	MYERS		
NAME OF SUBMITTER:	J. Michael Wilson		
Signature:	/j michael wilson/		

OP \$65.00 76666771

Date:

12/16/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made as of August 31 2006, by XyberNet, Inc., a California corporation ("XyberNet").

1. Recitals. This Assignment is entered into with respect to the following facts and circumstances:

A. XyberNet and EDM Acquisition Corp. ("EDM") are parties to that certain Asset Purchase Agreement dated as of August ___, 2006 (the "Purchase Agreement"), pursuant to which EDM has purchased substantially all of the assets of XyberNet.

B. Pursuant to the Purchase Agreement, XyberNet has agreed to assign all its right, title and interest into the trademarks and service marks used by XyberNet, all on the terms and conditions set forth herein.

2. Assignment. Effective as of the Closing Date as defined in the Purchase Agreement, XyberNet hereby assigns and transfers to EDM all of XyberNet's right, title, and interest in and to the trademarks and service marks (collectively the "Trademarks"), including without limitation, the following:

A. **XyberNet**, previously registered with the United States Patent and Trademark Office as Registration No. 2291298, which registration was canceled as of August 12, 2006 for failure to timely file a Section 8 Declaration of Use, and for which a new application for registration has been submitted to the United States Patent and Trademark Office;

B. **Datarray**, currently registered with the United States Patent and Trademark Office as Registration No. 2915456; and

C. **XyCOR**.

The assignment to EDM includes the Trademarks, the goodwill associated therewith, and all rights to sue for infringement of the Trademarks or any of them, whether arising prior to or subsequent to the Closing Date.

3. Further Actions. XyberNet covenants and agrees to execute and deliver, at the request of EDM, such further instruments of transfer and assignment and to take such other action as EDM may reasonably request to more completely consummate the assignments pursuant to this Assignment

4. Governing Law. This Assignment will be governed and construed in accordance with the laws of the state of California without regard to the conflicts of laws rules of that state.

5. Amendments. No supplement, modification or waiver of this Assignment will be binding unless executed in writing by XyberNet and EDM.
6. Binding Effects. This Assignment will be binding upon XyberNet and inure to the benefit of EDM and their respective successors and assigns.
7. Severability. If any one or more of the provisions contained in this Assignment or in any other document delivered pursuant to it is held, for any reason, to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Assignment or any other such document.
8. Attorneys' Fees. In any action, arbitration or other proceeding brought for the interpretation or enforcement of any of the terms or provisions of this Assignment, or because of any alleged dispute, breach, default or misrepresentation in connection with the provisions of this Assignment, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, arbitration, or proceeding, in addition to any damages or injunctive or other relief to which said party may be entitled, and whether or not such action, arbitration or other proceeding proceeds to judgment or award. The venue for any such action, arbitration or other proceeding shall be San Diego County, California.

IN WITNESS WHEREOF, XyberNet has executed this Assignment as of the date first above written.

XYBERNET:

XyberNet, Inc.,
a California corporation

By: Ellen L Myers
Ellen Myers its: President