

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
Vetronix Corporation		11/10/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	XISYNC LLC		
Street Address:	655 Wheat Lane		
City:	Wood Dale		
State/Country:	ILLINOIS		
Postal Code:	60191		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2854543	MASTERTRAK	
CORRESPONDENCE DATA			
Fax Number:	(414)298-8097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-298-1000		
Email:	ecanedo@reinhartlaw.com		
Correspondent Name:	Emily C. Canedo		
Address Line 1:	1000 North Water Street		
Address Line 2:	Suite 2100		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	9841		
NAME OF SUBMITTER:	Emily C. Canedo		
Signature:	/ecc/		
Date:	01/11/2007		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 10th day of November, 2006 (the "Effective Date"), by and between VETRONIX CORPORATION, a Delaware corporation (the "Assignor") and XISYNC LLC, an Illinois limited liability company (the "Assignee") (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of the date hereof between Assignor, Assignee, ETAS, Inc., Power Great Lakes, Inc. and Power Solutions, Inc. (the "Asset Purchase Agreement"), the Assignee has agreed to purchase the Purchased Assets (as defined in the Asset Purchase Agreement) from Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of a certain Assigned Trademark (as defined below).

C. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademark to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademark. The term "Assigned Trademark" shall mean the trademark registration listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademark. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademark. The assignment of the Assigned Trademark granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademark and to otherwise effectuate the transactions contemplated by this Assignment.

4. General Provisions.

4.1 Merger and Integration. This Assignment together with the Asset Purchase Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein or in the Asset Purchase Agreement.

4.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Asset Purchase Agreement and nothing herein contained is intended to modify the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

4.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

4.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

4.6 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

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4.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.9 Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois applicable to contracts made in that State, without giving effect to the conflicts of laws principals thereof.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

VETRONIX CORPORATION

BY 
Name ROBERT JOHNSON DOUGLAS G BEVERLY
Title PZc.btW- AE z>5~

ASSIGNEE:

XISYNC LLC

BY

Name

Title _____

4.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.9 Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois applicable to contracts made in that State, without giving effect to the conflicts of laws principals thereof.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNOR:

VETRONIX CORPORATION

BY _____

Name _____
Title _____

ASSIGNEE:

XISYNC LLC

BY Cl W, j I(A) - -

Name | _____ | _____ %,,n<tl~w-4
Title _____

APPENDIX A

ASSIGNED TRADEMARKS

Trademark Name	Country	Serial Number	Registration Number	Registration Date
MASTERTRAK	U.S.	76412938	2854543	06/15/2004

MW1369149