

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Disposition of Collateral Upon Default		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		07/27/2004	Association: TEXAS
RECEIVING PARTY DATA			
Name:	George Kasee		
Street Address:	P.O. Box 9		
City:	Maxwell		
State/Country:	TEXAS		
Postal Code:	78656		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1868164	LIMELITE	
Registration Number:	2008428	SIDELITE	
CORRESPONDENCE DATA			
Fax Number:	(512)542-5229		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-320-9247		
Email:	cmarischen@akllp.com		
Correspondent Name:	Clarissa Marischen		
Address Line 1:	111 Congress Avenue, Suite 1700		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	158535		
NAME OF SUBMITTER:	Clarissa Marischen		
Signature:	/clarissa marischen/		
Date:	01/19/2007		

CH \$65.00 1868164

Total Attachments: 4

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BILL OF SALE

RECITALS:

On January 31, 2002, (a) Austin Innovations, Inc., a Delaware corporation (the "Debtor"), BKL, Inc., a Delaware corporation now known as Eluminate, Inc. ("BKL") and Comerica Bank (the "Secured Party") executed and entered into that certain Security Agreement (All Assets), and (b) Debtor and Secured Party executed and entered into that certain Security Agreement (Intellectual Property-Austin Innovations) (collectively the "Security Agreements") to secure unto Secured Party, among other indebtedness and obligations described therein, payment of all loans and other obligations governed by that certain Amended and Restated Credit Agreement and Advance Formula Agreement both dated January 31, 2002, and executed by and among Secured Party, Debtor and BKL, as amended by that certain First Amendment of Amended and Restated Credit Agreement and Advance Formula Agreement dated effective November 1, 2002, by and among Secured Party, Debtor and BKL. The Security Agreement covers and affects, among other property, the personal property of Debtor described on Exhibit A attached hereto and hereby made a part hereof (the "Austin Innovations Property").

One or more defaults in the obligations secured by the Security Agreement occurred and remained uncured as July 27, 2004. As a result of the continuing status of said default(s), Secured Party exercised its rights under the Security Agreement and § 9.610 of the Texas Business and Commerce Code and sold all of the right, title and interest of Debtor in and to the Property pursuant to a private disposition of the Austin Innovations Property as July 27, 2004. At such private disposition, George Kasee was the successful purchaser of the Austin Innovations Property, and as a result, George Kasee acquired, as July 27, 2004, all of the right, title and interest of Debtor in and to the Austin Innovations Property.

This Bill of Sale is intended to formally evidence Transferee's purchase and acquisition of all the right, title and interest of Debtor in and to the Austin Innovations Property.

TRANSFER:

NOW, THEREFORE, know all men by these presents, that GEORGE KASEE ("Grantor"), in consideration of the premises and the receipt of a certain Promissory Note of even date herewith, having E I PRODUCTS, INC. ("Transferee") as maker thereof, in small principal sum of

), the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto Transferee, all right, title and interest of Grantor in and to the Austin Innovations Property.

Grantor agrees to perform, at Transferee's sole cost and expense, any further act and execute and deliver any further document which may be reasonably necessary to carry out the terms and provisions of this Agreement, including, but not limited to, assignments or releases of patents, patent applications and like protections, and trademarks or servicemark rights, whether registered or not, applications to register and registrations of the same and like protections.

or not, applications to register and registrations of the same and like protections.

Secured Party and Transferee acknowledge and agree that there is no warranty relating to title, possession, quiet enjoyment or the like in the disposition of the Austin Innovations Property evidenced hereby. In furtherance of the foregoing, Secured Party and Transferee agree that Secured Party has executed this Bill of Sale and transferred the Austin Innovations Property, and Transferee has accepted this Bill of Sale and purchased the Austin Innovations Property, ON AN "AS IS" AND "WHERE IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE AUSTIN INNOVATIONS PROPERTY OR THE ABOVE-DESCRIBED PUBLIC OR PRIVATE DISPOSITION, WHETHER EXPRESS, IMPLIED OR STATUTORY, IT BEING THE INTENTION OF SECURED PARTY AND TRANSFEE TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE AUSTIN INNOVATIONS PROPERTY OR BY ANY SAMPLE OR MODEL, AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE TEXAS UNIFORM COMMERCIAL CODE OR ANY OTHER APPLICABLE LAW, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND NEGATED BY SECURED PARTY.

IN TESTIMONY WHEREOF, this instrument is executed effective as of July 27, 2004.

COMERICA BANK

By: 

Name: Charles R. Bowman

Title: Vice President - Western Division

By: 

Name: George Kasee

Title: Area Manager

Exhibit A - Description of Austin Innovations Property

EXHIBIT A

Description of Austin Innovations Property

All of the following property that Austin Innovations, Inc. (the "Debtor") owns or has an interest in at the time of such private sale, wherever located:

- (a) all Accounts Receivable (for purposes of this Agreement, "Accounts Receivable" consists of all accounts, general intangibles, chattel paper (including without limit electronic chattel paper and tangible chattel paper), contract rights, deposit accounts, documents, instruments and rights to payment evidenced by chattel paper, documents or instruments, health care insurance receivables, commercial tort claims, letters of credit, letter of credit rights, supporting obligations, and rights to payment for money or funds advanced or sold);
- (b) all Inventory;
- (c) all Equipment and Fixtures (excluding, that one (1) certain Model 500 Steel Rule Die System that is covered by that certain UCC-Financing Statement filed against Debtor by Wells Fargo Equipment Finance, Inc., as secured party, under in the UCC Records of the Texas Secretary of State);
- (d) all investment property (including, without limitation, securities, securities entitlements and financial assets);
- (e) all goods, instruments (including, without limitation, promissory notes), documents (including, without limitation, negotiable documents), policies and certificates of insurance, deposit accounts, and money, investment property or other property (except real property which is not a fixture) which are now in possession or control of Bank, or as to which Bank now controls possession by documents or otherwise;
- (f) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights");
- (g) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products nor or hereafter existing, created, acquired or held;
- (h) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;
- (i) All patents, patent applications and like protections including, without

limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(j) Any trademark or servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks (collectively, the "Trademarks");

(k) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(l) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(m) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(n) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(o) all additions, attachments, accessions, parts, replacements, substitutions, renewals, interest, dividends, distributions, rights of any kind (including but not limited to stock splits, stock rights, voting and preferential rights), products, and proceeds of or pertaining to the above including, without limit, cash or other property which were proceeds and are recovered by a bankruptcy trustee or otherwise as a preferential transfer by Debtor.

Except as otherwise provided in this notice, all capitalized terms used herein shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Texas Business and Commerce Code, as amended.