

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/05/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYDCOR LIMITED		01/25/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	CYDCOR, INC.
Street Address:	30699 RUSSELL RANCH ROAD
Internal Address:	#212
City:	WESTLAKE VILLAGE
State/Country:	CALIFORNIA
Postal Code:	91362
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2866235	CYDCOR
Registration Number:	2896691	CYDCOR

CORRESPONDENCE DATA

Fax Number: (310)557-1540
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-557-1511
 Email: trademarks@kleinbergler.com
 Correspondent Name: Marvin H. Kleinberg
 Address Line 1: 2049 Century Park E.,
 Address Line 2: Suite 1080
 Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	15336
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OP \$65.00 2866235

NAME OF SUBMITTER:	MARVIN H. KLEINBERG
Signature:	/marvin h. kleinberg/
Date:	02/07/2007
Total Attachments: 5 source=ExecutedCydcorTrademarkAssignment#page1.tif source=ExecutedCydcorTrademarkAssignment#page2.tif source=ExecutedCydcorTrademarkAssignment#page3.tif source=ExecutedCydcorTrademarkAssignment#page4.tif source=cydcorExhibitA#page1.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 5th day of February, 2007 ("Effective Date"), by and between Cydcor Limited, an Ontario Canada-domiciled corporation ("Assignor"), and Cydcor, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 18, 2007 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Business as defined in the Purchase Agreement, and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all trademarks and trademark applications relating to the Business, including, without limitation, the United States and foreign trademark registrations set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith, (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection

relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

If Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and on the Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by the Assignor.

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Schedule A
United States and Foreign Trademark Registrations

Mark	Serial No. (Reg. No.)	Country
CYDCOR	76/505,021 (2,896,691)	United States
CYDCOR (Design)	76/504,237 (2,866,235)	United States
CYDCOR	003392495	European Union (CTM)
CYDCOR	1,191,613	Canada
CYDCOR	972908 (972908)	Australia
CYDCOR	622624 (839625)	Mexico