

TYRAT.002T

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 10 day of April, 2007, by and between XL TechGroup, Inc., a Delaware corporation having a place of business at 1901 Harbor City Blvd., Suite 300, Melbourne, FL 32901 (hereinafter referred to as "ASSIGNOR"), and TyraTech, LLC, a company registered in Delaware having a place of business at 1901 South Harbor City Blvd., Suite 504, Melbourne, FL 32901 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark applications relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

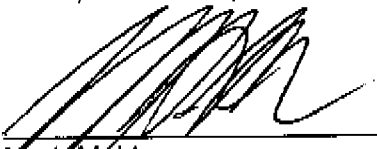
- (1) the Trademark(s) set forth in Schedule A;
- (2) the Application(s) set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark(s), Application(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at Melbourne, Florida, this 10th day of April, 2007.

XL TechGroup, Inc.

a Delaware corporation having a place of business at 1901 South Harbor City Blvd., Suite 300, Melbourne, FL 32901

By: 
Mark Mohler

STATE OF FLORIDA)
) ss.
COUNTY OF Brevard)

On April 10, 2007, before me, Patricia Bieringer, notary public, personally appeared Mark Mohler, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Patricia Bieringer
Signature



SCHEDULES TO TRADEMARK ASSIGNMENT**SCHEDULE A**

Mark: TYRATECH

SCHEDULE B

Federal Trademark Application(s):

<u>MARK</u>	<u>APP. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
TyraTech	78/596,313	March 28, 2005	1,3

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