

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
KX Industries, L.P.		07/12/2007	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	KX Technologies LLC
Street Address:	269 South Lambert Road
City:	Orange
State/Country:	CONNECTICUT
Postal Code:	06477
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78405034	FLEKX
Serial Number:	78339576	MATRIKX MICROBIOLOGICAL BARRIER
Serial Number:	76642696	NANOTEKX
Registration Number:	2093772	CERAMIKX
Registration Number:	2324769	CTO
Registration Number:	2197595	DPF
Registration Number:	2171130	MATRIKX GENUINE EXTRUDED CARBON
Registration Number:	2698021	PLEKX GENUINE COMPOSITE WEB
Registration Number:	2557035	GENUINE PLEKX WATER FILTERS
Registration Number:	2471103	KX
Registration Number:	2595281	KX
Registration Number:	3089194	KX
Registration Number:	2195024	KX KX INDUSTRIES, L.P.
Registration Number:	2027085	MATRIKX

OP \$465.00 78405034

Registration Number:	1827380	MATRIKX + CTO
Registration Number:	2700647	PLEKX
Registration Number:	2595279	PLEKX
Registration Number:	2131185	UNI-LINKX

CORRESPONDENCE DATA

Fax Number: (203)787-5818

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2037870595

Email: delpet@delpet.com

Correspondent Name: Robert Curcio, DeLio & Peterson, LLC

Address Line 1: 121 Whitney Avenue

Address Line 4: New Haven, CONNECTICUT 06510

ATTORNEY DOCKET NUMBER:	KXIN603
NAME OF SUBMITTER:	Robert Curcio
Signature:	/Robert Curcio/
Date:	07/23/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, is entered into as of the th 13 day of July, 2007 (“Effective Date”) by **KX INDUSTRIES, L.P.**, a Delaware limited partnership (“Assignor”), for the benefit of **KX TECHNOLOGIES LLC (f/k/a KXI LLC)**, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”) dated as of May 30, 2007;

WHEREAS, as of the Effective Date, Assignor has adopted the marks set forth in Exhibit A (the “Marks”), and the registrations in the United States Patent and Trademark Office for such Marks; and

WHEREAS, pursuant to the terms of the Purchase Agreement and the “Order Authorizing Capstone Advisory Group, LLC, as Receiver of KX Industries, Limited Partnership, to Enter into Asset Purchase Agreement and Approving (1) Sale of Substantially All Assets of KX Industries, Limited Partnership, (2) Assumption by the Buyer of Certain Liabilities of KX Industries, Limited Partnership, and (3) Assumption and Assignment Of Certain Unexpired Leases and Executory Contracts to the Buyer,” of Vice Chancellor Strine in McGovern et. al. v. Con Holding et. al., C.A. No. 1296-N, Assignor has agreed to Assignee all of its right, title and interest in the Assigned Property (as defined below); and

WHEREAS, it is the purpose of this document to memorialize the aforementioned assignment and transfer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. Assignor does hereby assign to Assignee as of the Effective Date, all of Assignor’s legal and equitable right, title, and interest throughout the world in and to the Marks, all registrations and applications for registrations of the Marks, as set forth in Exhibit A, together with the goodwill of the business symbolized by the Marks, and together with all of Assignor’s

right to sue and recover for past, present and future infringements of the Marks (collectively, the "Assigned Property"), free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made.

2. Assignor hereby irrevocably appoints Assignee, with full and complete authority and power of attorney, to act in the stead of Assignor to execute and record as its attorney-in-fact all necessary documentation relating to or supporting chain of title and to confirm Assignee's ownership of all right, title, and interest in and to the Assigned Property, and sign and deliver all papers, and do all acts which may be reasonably necessary for vesting title to the Assigned Property in Assignee, its successors, assigns and legal representatives or nominees.

3. Assignor does hereby authorize and request the officials of all countries in which trademarks relating to the Assigned Property are now or in the future will be registered to register in the name of the Assignee all of Assignor's entire right, title and interest in and to the same for the sole use and enjoyment of the Assignee, its successors and assigns.

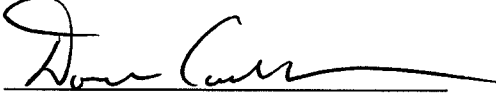
4. Assignor agrees to execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as Assignee may reasonably require, to give effect to the assignment of the Assigned Property as contemplated by the Purchase Agreement.

[signature page to follow]

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed, sealed and delivered by an authorized representative of the Assignor.

ASSIGNOR:

KX INDUSTRIES, L.P.

By: 

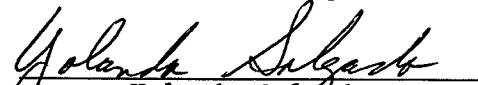
Name: Donald Caulfield

Title: President

State of Illinois) ss.:

County of Cook)

On this 12 day of July, 2007, before me personally appeared Donald Caulfield, who in my presence executed the foregoing Trademark Assignment, as President of KX Industries, L.P., and also acknowledging that he has been duly authorized on behalf of KX Industries, L.P. to enter into this Trademark Assignment on its behalf.


Name: Yolanda Salgado

Notary Public

My Commission Expires: 11/09/2009

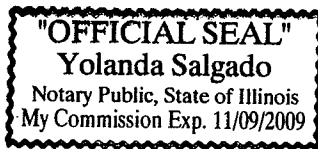


Exhibit A
to
Trademark Assignment

Trademarks

Country	Trademark	Serial No.	Registration No.
United States	Ceramikx	74/686,540	2093772
United States	CTO	75/309,226	2324769
United States	DPF	75/309,441	2197595
United States	Fleqx	78/405,034	[None]
United States	Genuine Matrikx Extruded Carbon Design	75/280,514	2171130
United States	Genuine Plekx Composite Web Design	75/531,627	2698021
United States	Genuine Plekx Water Filters Design	75/940,612	2557035
United States	KX	75/834,035	2471103
United States	KX	75/982,065	2595281
United States	KX	76/619,152	3089194
United States	KX & KX Industries, L.P.	75/280,513	2195024
United States	Matrikx	75/051,563	2027085
United States	Matrikx + CTO	74/377,908	1827380
United States	Matrikx Microbiological Barrier	78/339,576	[None]
United States	Nanotekx	76/642,696	[None]
United States	Plekx (Reg. No. 75/531,794)	75/531,794	2700647
United States	Plekx (Reg. No. 75/982,049)	75/982,049	2595279
United States	Uni-Linkx	75/103,422	2131185
Taiwan	Complekx	90000873	1006184
China	CTO	3553195	3553195
Taiwan	CTO	8904185	957993
China	Genuine Matrikx Extruded Carbon	3553194	[None]
China	Genuine Plekx Composite Web Design	3553191	3553191
CTM	KX	4361812	4361812
Taiwan	KX	89004184	957992
China	KX & KX Industries, L.P.	3557870	3557870
China	Matrikx	3553193	[None]
India	Matrikx	1321555	1321555
Taiwan	Matrikx	8904186	957994
Pakistan	Matrikx	203149	[None]
China	Plekx	3353192	3353192
CTM	Plekx	001042639	001042639
Taiwan	Plekx	8904187	954934