

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
Inka Corporation		03/15/2007	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Nite Ize, Inc.		
Street Address:	5660 Central Avenue		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78419321	INKA	
Serial Number:	78459965	INKA	
Serial Number:	78808293		
Serial Number:	78907654	WRITE ANYWHERE	
CORRESPONDENCE DATA			
Fax Number:	(214)661-4899		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214/953-6818		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Valerie Verret		
Address Line 1:	2001 Ross Avenue, Suite 600		
Address Line 2:	Baker Botts LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	075403.0101		
NAME OF SUBMITTER:	Valerie Verret		

TRADEMARK

900086817

REEL: 003620 FRAME: 0481

CH \$115.00 78419321

Signature:

/Valerie Verret/

Date:

09/13/2007

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment of Intellectual Property (the "Agreement"), effective as of March 15, 2007, is between INKA CORPORATION, a Colorado corporation ("Assignor") and NITE IZE, INC., a Colorado corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to various items of intellectual property related to any and all products marketed as any of one or more of the following: (a) multi-function writing instrument (namely, any pen that can also function as a stylus, flashlight, pencil, quick-use writing instrument, etc.), (b) writing instrument designed to utilize o-rings for all weather sealing or snap fits, (c) writing instrument that utilizes a pressurized ink cartridge, or other type of cartridge, which allows for 'Write Anywhere' functionality, and (d) any pens utilizing or incorporating any intellectual property owned by Assignor (collectively "High Technology Pens"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement between Assignor and Assignee dated as of March 15, 2007, Assignor desires to assign to Assignee all right, title and interest in and to this intellectual property as a successor to the ongoing and existing High Technology Pens business of the Assignor to which such trademarks pertain.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, and for other good and valuable consideration, the sufficiency, receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITION OF INTELLECTUAL PROPERTY

"Intellectual Property" means any rights in and to: (i) trademarks and service marks (registered or unregistered), trade dress, trade names and other marks and slogans embodying business or service goodwill or indications of origin, all or that part of any applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith including, without limitation, the marks set forth on Exhibit A attached hereto; (ii) works of expression including any copyrights (registered and unregistered) in software, writings, designs, plans, websites, mask works or other works, and applications or registrations in any jurisdiction for the foregoing; (iii) inventions whether patented or unpatented, patentable or unpatentable, including all currently issued patents and pending applications (and any and all patents that later issue therefrom and any and all patent applications that later claim priority thereto in any manner) in any jurisdiction including, without limitation, the patents and patent applications set forth on Exhibit B; (iv) domain names, domain registrations and registration rights, uniform resource locators, internet and worldwide web sites, internet addresses, and phone numbers, including, without limitation, the domain names set forth on Exhibit C; and (v) trade secrets and other confidential information, and any discoveries, improvements, ideas, know-how, formulae, methodologies, processes, technology concepts, computer programs, technical data, memoranda, notes, reports, financial and technical information, proprietary information, proprietary processes, books, records, instruments and other information.

2. ASSIGNMENT OF INTELLECTUAL PROPERTY

(a) Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, all right, title and interest held by Assignor in and to the marks set forth on Exhibit A attached hereto (the "Marks"), and any related registrations therefor, together with the goodwill of the business symbolized by the Marks throughout the world.

(b) Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, all right, title and interest held by Assignor in and to its copyrighted works, including software, writings, designs, plans, websites, and mask works (the "Works"), and any related registrations therefor throughout the world.

(c) Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, all right, title and interest held by Assignor in and to the patents and patent applications set forth on Exhibit B attached hereto (the "Patents"), and any divisionals, continuations, continuations-in-part, reissues, reexaminations, and corresponding foreign patents and patent applications therefor throughout the world.

(d) Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, all right, title and interest held by Assignor in and to the domain names and internet addresses set forth on Exhibit C attached hereto (the "Domain Names").

(e) Assignor does hereby sell, assign, transfer and set over to Assignee, and Assignee agrees to accept, all right, title and interest in and to all other Intellectual Property owned, held or controlled by Assignor.

(f) Assignor also assigns unto Assignee all claims for damages by reason of infringement or misappropriation of the Intellectual Property assigned under Sections 2(a)-2(e) that occurred prior to the Effective Date, throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

(g) Assignor does hereby assign, transfer and set over to Assignee, its successors, assigns and legal representatives, its rights, benefits, and standing under any licenses by which Assignor licenses Intellectual Property.

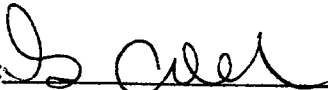
(h) The Security Agreement dated June 27, 2007 between Gregory Adelman, Assignor and Assignee shall remain in full force and effect.

3. FURTHER ASSURANCES


(a) Assignor also agrees to, at the expense of Assignee, testify in any legal proceedings, sign all lawful papers, execute all documents, make lawful oaths, testimony, and declarations, and generally do everything possible to vest title of such Intellectual Property in Assignor, its successors or assigns, and to aid Assignor, its successors or assigns to obtain and enforce proper protection for such Intellectual Property in all countries.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

INKA CORPORATION

By: 
Name: Gregory M. Adelman
Title: President






NITE IZE, INC.








By: 
Name: Michael Bond
Title: C.O.O.






Signature Page for the Intellectual Property Assignment

EXHIBIT A

Trademarks

Country	Mark	Reg. No.	Appln. No.	Filing Date
Australia	INKA	859362	A0000116	12-Nov-2004
China	INKA	859362	A0000116	12-Nov-2004
Europe	INKA	859362	A0000116	12-Nov-2004
Japan	INKA	859362	A0000116	12-Nov-2004
Norway	INKA	859362	A0000116	12-Nov-2004
Switzerland	INKA		A0000116	12-Nov-2004
WIPO	INKA	859362	A0000116	12-Nov-2004
U.S.	INKA		78/554727	27-Jan-2005
U.S.	INKA		78/554732	27-Jan-2005
U.S.	INKA		78/419321	11-May-2004
Australia	INKA & Swirl Design  inka	909230	A0004555	26-Apr-2006
Canada	INKA & Swirl Design  inka		1236723	9-Nov-2004
Canada	INKA & Swirl Design  inka		1248137	22-Feb-2005
China	INKA & Swirl Design  inka	909230	A0004555	26-Apr-2006
Europe	INKA & Swirl Design  inka	909230	A0004555	26-Apr-2006

Country	Mark	Reg. No.	Appln. No.	Filing Date
Japan	INKA & Swirl Design 	909230	A0004555	26-Apr-2006
Korea	INKA & Swirl Design 	909230	A0004555	26-Apr-2006
Norway	INKA & Swirl Design 	909230	A0004555	26-Apr-2006
Russia	INKA & Swirl Design 	909230	A0004555	26-Apr-2006
Singapore	INKA & Swirl Design 	909230	A0004555	26-Apr-2006
Switzerland	INKA & Swirl Design 	909230	A0004555	26-Apr-2006
WIPO	INKA & Swirl Design 	909230	A0004555	26-Apr-2006

Country	Mark	Reg. No.	Appln. No.	Filing Date
U.S.	INKA & Swirl Design 		78/459965	30-Jul-2004
U.S.	MISC. DESIGN (Pen) 		78/808293	6-Feb-2006
U.S.	Swirl Design 		78/554734	27-Jan-2005
U.S.	Swirl Design 		78/554720	27-Jan-2005
U.S.	Swirl Design 		78/554738	27-Jan-2005
U.S.	TAKE IT WHERE LIFE TAKES YOU		78/551353	21-Jan-2005
U.S.	WRITE ANYWHERE		78/907654	14-Jun-2006

Any logos, paints, colors, or graphics used with, affiliated with or otherwise associated with the above marks as used by Assignor in its business.