

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
Alena, LLC		12/12/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Alena Technology, Inc.		
Street Address:	21015 Cactus Cliff		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78258		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3065351	ALENA	
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:	AustinDocketing@andrewskurth.com		
Correspondent Name:	Clarissa Marischen, Andrews Kurth LLP		
Address Line 1:	111 Congress Avenue		
Address Line 2:	Suite 1700		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	176670		
NAME OF SUBMITTER:	Clarissa Marischen		
Signature:	/MARIC-TRAMA/		

CH 3065351 \$40.00

Date:

12/14/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is executed as of the 12th day of December, 2007, by Alena, LLC, a Delaware limited liability company ("Alena"), in favor of Alena Technology, Inc. a Delaware corporation ("ATI").

WHEREAS, Alena and ATI have entered into that certain Contribution Agreement dated as of the date hereof (the "Master Agreement") regarding the assignment by Alena, and assumption by ATI, of certain of Alena's assets;

WHEREAS, Alena has adopted, used, and is using the mark ALENA (hereinafter "Mark") in the United States, which Mark is registered in the United States Patent and Trademark Office as Registration No. 3,065,351;

WHEREAS, Alena wishes to sell, transfer and assign or cause to be sold, transferred and assigned to ATI all of the rights and interest that Alena has in the Mark;

WHEREAS, in connection with the transactions contemplated by the Master Agreement, the parties have decided to enter into a formal agreement covering the assignment and transfer of the Mark.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT

- 1.1 Alena hereby assigns and transfers to ATI all of its rights, title and interest in and to the Mark and the goodwill of the business symbolized by such Mark in the United States.
- 1.2 This assignment includes the right to sue and recover damages for past and future infringements of Alena's rights in the Mark and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other applicable country for cancellation or opposition or other proceeding in connection with said Mark. The right, title and interest is to be held and enjoyed by ATI and ATI's successors and assigns as fully and exclusively as it would have been held and enjoyed by Alena had this assignment not been made.

2. MISCELLANEOUS

- 2.1 **Representations, Warranties, Covenants and Indemnification Provisions of Master Agreement.** The representations, warranties and covenants relating to Mark contained in the Master Agreement, and the indemnification provisions relating thereto, are incorporated herein by reference.
- 2.2 **Further Assurances.** Each party hereto, upon the written request and at the expense of the other party, shall provide such reasonable cooperation, shall

perform such further reasonable acts, and shall execute and deliver such reasonable documents and affidavits that may be necessary to effect the assignment and transfer of the Mark in accordance with the intent of the Master Agreement and this Agreement, including execution and delivery of such documents with respect to the Mark.

- 2.3 Applicable Law.** This Agreement shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of Texas without reference to any rules of conflict of laws or renvoi.
- 2.4 Counterparts.** This Agreement may be executed (by facsimile or otherwise) in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same agreement.

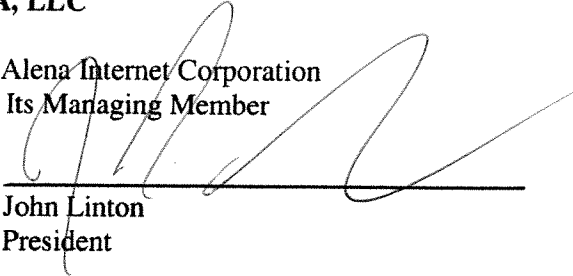
[Signature on following page]

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement effective as of the date first written above.

Alena:

ALENA, LLC

By: Alena Internet Corporation
Its Managing Member



John Linton
President

California
THE STATE OF ~~TEXAS~~ §
COUNTY OF *Los Angeles* §

This instrument was acknowledged and executed before me by John on this the 12th day of December, 2007. Linton

A. Sheikh

(Seal)

Notary Public in and for the State of ~~Texas~~ *California*
My commission expires: Jan. 16, 2009

