

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XMmicro, LLC		01/23/2008	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	George Shokrola		
<b>Street Address:</b>	11414 Thurston Circle		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90049		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78141546	XMICRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(323)801-0266		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(310) 892-1613		
<b>Email:</b>	Marc@HankinPatentLaw.com		
<b>Correspondent Name:</b>	MARC E. HANKIN		
<b>Address Line 1:</b>	11414 THURSTON CIR		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90049		
<b>ATTORNEY DOCKET NUMBER:</b>	XMICRO		
<b>NAME OF SUBMITTER:</b>	MARC E. HANKIN		
<b>Signature:</b>	/Marc E. Hankin/		
<b>Date:</b>	01/24/2008		

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Total Attachments: 1  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effect as of the 23<sup>RD</sup> day of January by and between XMmicro, LLC (hereinafter referred to as "Assignor"), and George Shokrola, an individual (hereinafter referred to as "Assignee");

WHEREAS, Assignor is the owner of the Trademark Application, Serial No. 78/141,546 for XMICRO (the "Mark") as recorded in the U.S. Patent and Trademark Office; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark to Assignee; and

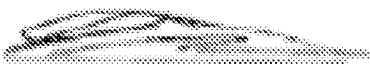
NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, Assignor and Assignee hereby agree as follows:

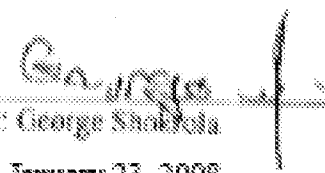
1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its rights, title, and interest in and to the Mark, together with the goodwill associated therewith and the right to recover for damages and profits and other remedies for past infringements of the Mark and the right to prosecute this and any other applications or registrations of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts, to vest in Assignee Assignor's right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent & Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.

"ASSIGNOR"  
XMmicro, LLC

"ASSIGNEE"  
George Shokrola

By:   
Name: James C. Haskin  
Title: President  
Date: January 23, 2008

By:   
Name: George Shokrola  
Date: January 23, 2008