

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
DAX Technologies Corporation		12/03/2007	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Kentrox		
Street Address:	20010 NW Tanasbourne Drive		
Internal Address:	Attention: Ben Stump		
City:	Hillsboro		
State/Country:	OREGON		
Postal Code:	97124		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2797519	OPTIMA	
Registration Number:	2796773	OPTIMA	
CORRESPONDENCE DATA			
Fax Number:	(732)203-1786		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7322031784 ext 107		
Email:	dsnow@daxtechnologies.com		
Correspondent Name:	Don Snow		
Address Line 1:	100 Matawan Road		
Address Line 2:	Suite 300		
Address Line 4:	Matawan, NEW JERSEY 07747		
NAME OF SUBMITTER:	/Don Snow/		
Signature:	/D Snow/		

OP \$65.00 2797519

Date:

04/30/2008

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS AGREEMENT

This ASSIGNMENT OF TRADEMARKS AGREEMENT (this "Agreement") is entered into as of December 3, 2007, by and between DAX Technologies Corp., a New Jersey corporation ("Assignor"), and Kentrox, Inc., an Oregon corporation ("Assignee").

RECITALS:

WHEREAS, Assignor is the owner of the marks set forth in the attached "Schedule of the Marks" and the goodwill of the business symbolized and associated therewith (the foregoing collectively referred to as the "Marks").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 3, 2007 by and between Assignor and Assignee (the "Purchase Agreement"), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Marks, together with the goodwill of the business symbolized by the Marks.

WHEREAS, Assignee desires to record its status as owner of the entire right, title, and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey to Assignee and its successors and assigns all right, title and interest in and to the Marks and all goodwill of the business symbolized by and associated with the Marks, including all international rights, to the extent such rights exist, all rights at common law, and all trademark applications and/or registrations associated therewith. Assignor hereby transfers and assigns to Assignee all claims and rights to sue for any past, present and future infringement and unconsented or unauthorized use of the Marks.

2. Further Acts. Assignor agrees to take whatever further action as may be reasonably required to properly and fully effect and perfect the transfer to Assignee of the Marks and to execute any and all assignments and other documents to effectuate this assignment to Assignee regarding the Marks as may be required in other jurisdictions or proceedings throughout the world.

TRADEMARK

REEL: 003768 FRAME: 0869

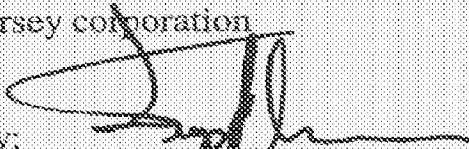
3. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by Assignor and Assignee.
4. Entire Agreement. Except for the Purchase Agreement, this Agreement constitutes the entire agreement of the parties concerning the matters herein. Except for the Purchase Agreement, this Agreement supersedes all prior and contemporaneous agreements and understandings.
5. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such successor and assigns, any legal or equitable rights hereunder.
6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, as though made and to be fully performed in that State.
7. Headings. The headings and captions contained herein are for convenience only and shall not control or affect the meaning or construction of any provision hereof.
8. Counterparts. This Agreement may be executed in one or more counterparts, each of, which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures Appear on Following Page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first written above.


"ASSIGNOR"

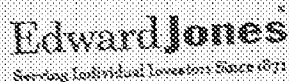
DAX TECHNOLOGIES CORP., a New Jersey corporation

By: 
Name: DAXS ALEXE
Title: PRESIDENT & CEO

"ASSIGNEE"

Kentrox, Inc., an Oregon corporation

By: 
Name: Jeffrey S. Estuesta
Title: President



*Assignment of
Trademarks*

(800) 421-9945

SCHEDULE OF THE MARKS

The "OPTIMA" trademark, all registrations of the OPTIMA trademark, and all other trademarks or service marks used by Assignor in connection with the design, development, testing, marketing, distribution or use of any Optima products, together with the goodwill of the business associated with such marks, including the following registrations:

<u>Mark</u>	<u>U.S. Registration Number</u>
OPTIMA	2797519
OPTIMA	2796773

Includes all uses, applications and registrations of the foregoing Marks in the United States of America and in all other countries of the world.