

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution, Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cupertino Electric, Inc.		01/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ceitronics, Inc.		
Street Address:	2460 Zanker Road		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2154843	CEITRONICS	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3102073800		
Email:	tm_filings@bstz.com		
Correspondent Name:	Lori N. Boatright		
Address Line 1:	12400 Wilshire Boulevard, 7th Fl		
Address Line 2:	Blakely Sokoloff Taylor & Zafman LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	002967.T002		
NAME OF SUBMITTER:	Lori N. Boatright		
Signature:	/Lori N. Boatright/		
Date:	05/12/2008		

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Total Attachments: 4

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CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and dated as of January 1, 2008, by and between Cupertino Electric, Inc., a Delaware corporation ("Cupertino"), and Ceitronics, Inc., a corporation organized under the laws of Delaware ("Ceitronics").

WHEREAS, Ceitronics is a direct, wholly-owned subsidiary of Cupertino;

WHEREAS, Cupertino has agreed to contribute certain assets set forth on Schedule 1 hereto (collectively, the "Assets"), and assign its rights under the Assets, to Ceitronics, and Ceitronics has agreed to assume all of Cupertino's obligations under the Assets;

WHEREAS, the transactions as contemplated by this Agreement are intended to qualify as transactions described in section 351 of the Internal Revenue Code of 1986, as amended:

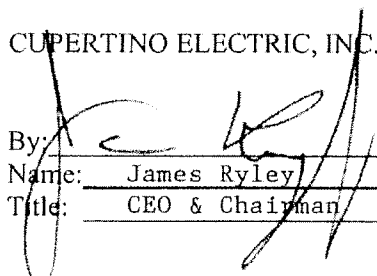
NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Cupertino hereby contributes, transfers, assigns, delivers and conveys to Ceitronics all of Cupertino's right, title, and interest in and to the Assets.

2. Assumption. Ceitronics hereby assumes and agrees to pay, discharge and perform when due all of the liabilities, duties and obligations of Cupertino relating to the Assets (the "Assumed Liabilities"). Ceitronics shall retain and hereafter pay, satisfy, discharge, perform and fulfill all of the Assumed Liabilities as they become due without any cost or charge to Cupertino.

IN WITNESS WHEREOF, the parties have executed this Contribution, Assignment and Assumption Agreement as of the date first above written.

CUPERTINO ELECTRIC, INC.

By: 
Name: James Ryley
Title: CEO & Chairman

CEITRONICS, INC.

By: 
Name: John Boncher
Title: President

SCHEDULE 1
ASSETS

All right, title and interest of Cupertino Electric, Inc. ("CEI"), in and to the following, whether now existing or hereafter arising and wherever located, to the extent assignable (collectively, the "Assets"):

1. All accounts, accounts receivable, agreements, guarantees, contracts, leases, licenses, contract right and rights to payment, instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, insurance policies, notes, drafts, commercial tort claims, and all other supporting obligations.
2. All general intangibles (including payment intangibles), agreements, guarantees, contracts, contract rights, claims, letter-of-credit rights, instruments, documents, leases, licenses and rights to payment; and all other forms of obligations; all tax refunds of every kind and nature, all other refunds, all financing commitments, and all deposits, goodwill, choses in action, trade secrets, customer lists, trademarks, trade names, patents, licenses, software, copyrights, technology, processes, proprietary information, insurance proceeds and warranties, including the Copyrights (defined below), the Patents (defined below), the Mark (defined below) and the goodwill connected with and symbolized by the Marks.
3. All Computer Hardware and Software (defined below) and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing.
4. All demand, time, savings, passbook, deposit and like accounts with any bank, savings and loan associations, credit union or like organization, and all money, cash and cash equivalents, whether or not deposited in any deposit account.
5. All books and records, including, books of accounts and ledgers of every kind and nature, all electronically recorded data, all receptacles and containers for such records, and all files and correspondence.
6. All goods, including all furniture, fixtures, furnishings, machinery, automobiles, trucks, other vehicles, spare parts, supplies, equipment, tooling, molds, patterns, dies and other tangible property and used, held for use or useful in connection with its business, wherever located, and all other goods used in connection with or in the conduct of the business, together with any and all accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions additions, issue and/or improvements to, of or with respect to any of the foregoing.
7. All inventory and merchandise, including, all goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies and containers relating to or used in connection with any of the

foregoing, and all bills of lading, warehouse receipts and documents of title relating to any of the foregoing.

8. All financial assets, stocks, bonds, debentures, certificated and uncertificated securities, security entitlements, subscriptions rights, options, warrants, puts, calls, certificates, securities accounts, commodity contracts, commodity accounts, partnership interests, limited liability company interests, joint venture interests and investment and/or brokerage accounts, and all other investment property, including all rights, preferences, privileges, dividends, distributions (in cash or in kind), redemption payments or liquidation payments with respect thereto.

9. All other tangible and intangible personal property.

10. All rights, remedies, powers and/or privileges with respect to any of the foregoing.

11. Any and all proceeds and products of any of the foregoing, including any other tangible or intangible property received upon the sale or disposition of any of the foregoing;

Notwithstanding the foregoing, to the extent that the provisions of any contract, license, or agreement expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, CEI' rights in such contract license, or agreement shall be excluded from the foregoing assignment and grant (but only so long as, and to the extent that, such prohibition is in effect).

The following capitalized terms shall have the following meanings:

"Computer Hardware and Software" means (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including without limitation, all operation system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

"Copyrights" means all: (a) copyrights, whether or not published or registered under the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq., as the same shall be amended from time to time, and any predecessor or successor statute thereto, and applications for registration of copyrights, and all works of authorship and other intellectual property rights therein, including, copyrights for computer programs, source code and object code data bases and related materials and documentation, and (i) all renewals, revisions, derivative works, enhancements, modifications, updates, new releases and other revisions thereof, (ii) all income, royalties, damages and payments due and/or payable with respect thereto, including, payments under all

license entered into in connection therewith and damages and payments for infringements thereof, (ii) the right to sue for past, present and future infringements thereof and (iv) all of CEI' rights corresponding thereto; (b) rights under or interest in any copyright license agreements with any other party, whether CEI is a licensee or licensor under any such license agreement; and (c) copyrightable materials owned by CEI, all tangible property embodying the copyrights or copyrightable materials described herein, and all tangible property covered by the licenses described in clause (b) hereof.

“Marks” means all (i) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers, which are used in the United States or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, (ii) license pertaining to any such mark, whether CEI is a licensor or licensee, (iii) all income, royalties, damages and payments due and/or payable with respect to any such mark or any such license, including, damages and payments for infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world, (vi) all specification documents and production and quality control manuals used in the manufacture of products and/or the provisions of services sold under or in connection with such marks, (vii) al documents that reveal the name and address of all sources of supply of, and all terms of purchase and delivery for, all material and components used in the production of products or the provisions of services sold under or in connection with such marks, (viii) all documents constituting or concerning the then current or proposed advertising and promotion by CEI or its licensees of products sold or the provision of services under or in connection with such marks, including all documents that reveal the media used or to be used and the cost for all such advertising and (ix) renewals and proceeds of any of the foregoing.

“Patents” means all (i) letter patent, design patents, utility patents, inventions and trade secrets, all patents and patent applications in the United States Patent and Trademark Office, and all interests under patent license agreements, including the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether CEI is a licensor or licensee, (iii) income, royalties, damages and payments due and/or payable under and with respect thereto, including, damages and payments for past, present or future infringements thereof, (iv) rights to sue for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.