

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Varia Holdings LLC		07/22/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Varia LLC
Street Address:	1000 Dexter Avenue North
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98109
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3451058	AIRSKINS
Registration Number:	2872132	AIRTEXT
Registration Number:	2921216	
Registration Number:	2974644	IDENTITY
Registration Number:	2957317	IDENTITY
Registration Number:	3014230	SMARTSCREENS
Registration Number:	2962376	SMARTSKIN
Registration Number:	2962448	SMARTSKIN
Registration Number:	2820362	SMARTSKIN
Serial Number:	77067687	SOUNDWAVE
Registration Number:	2919502	SPARK-BOT
Registration Number:	2930967	TRAFFIC LIGHTS
Registration Number:	2886801	WILDSEED
Registration Number:	2981147	WILDSEED

CH \$365.00 3451058

CORRESPONDENCE DATA

Fax Number: (973)621-7406

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rbrosen@hlgslaw.com

Correspondent Name: Robert B. Rosen, Esq.

Address Line 1: One Gateway Center

Address Line 2: 8th Floor

Address Line 4: Newark, NEW JERSEY 07102

ATTORNEY DOCKET NUMBER:	13713
NAME OF SUBMITTER:	Robert B. Rosen
Signature:	/Robert B. Rosen/
Date:	07/29/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Agreement") is effective as of July __, 2008 (the "Effective Date"), by and between Varia LLC ("Assignee") and Varia Holdings LLC, a Delaware limited liability company ("Varia Holdings").

WITNESSETH:

WHEREAS, pursuant to the Contribution Agreement between Assignee and Varia Holdings dated July __, 2008 (the "Contribution Agreement"), Varia Holdings has agreed to contribute, transfer and assign to Assignee all of Varia Holdings' right, title and interest in and to the Contributed Assets (as defined in the Contribution Agreement); and

WHEREAS, the Contributed Assets include all of Varia Holdings' right, title and interest in and to the trademarks and service marks set forth on Schedule A (the "Marks");


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Varia Holdings does hereby assign, transfer and convey to Assignee any and all of Varia Holdings' right, title and interest worldwide in and to the Marks, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby. With respect to any intent-to-use applications included in the Marks, the parties intend that Assignee be deemed a successor to the ongoing and existing business of Varia Holdings to which such Marks pertain for purposes of 15 U.S.C. § 1060(a)(i).
2. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as they would have been held and enjoyed by Varia Holdings had the assignment in Section 1 not been made.
3. This Agreement shall be deemed effective as between the parties as of the Effective Date.
4. Varia Holdings will, at Assignee's request and expense, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Marks in Assignee. Varia Holdings hereby authorizes Assignee to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Marks.
5. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.


6. This Agreement shall be governed in all respects by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto execute this Trademark Assignment as of the date first above written.

VARIA LLC

By: 
Name: MICHAEL JEMAL
Title:

VARIA HOLDINGS LLC

By: 
Name: MICHAEL JEMAL
Title:

SCHEDULE A

<u>NAME</u>	<u>STATUS</u>	<u>APPLICATION NO.</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY NAME</u>
AIRSKINS	Registered	78/787757	3451058	United States of America
SMART SKIN	Registered	1130774	TMA634,512	Canada
AIRTEXT	Registered	2575793	2575793	European Community
SMART SKIN	Registered	2575843	2575843	European Community
SMART SKIN	Registered	41-2002-0004189	94235	Korea, Republic of
3ED	Allowed	78/433080	N/A	United States of America
AIRTEXT	Registered	76/298589	2872132	United States of America
CLINTEL SERVICES	Registered	76/560022	2962895	United States of America
DESIGN ONLY	Registered	76/479132	2921216	United States of America
IDENTITY	Registered	78/433802	2974644	United States of America
IDENTITY	Registered	78/406365	2957317	United States of America
SMARTSCREENS	Registered	78/331160	3014230	United States of America
SMARTSKIN	Registered	78/360503	2962376	United States of America
SMARTSKIN	Registered	78/368044	2962448	United States of America
SMARTSKIN & Design	Registered	76/466090	2820362	United States of America
SOUNDWAVE	Pending	77/067687	N/A	United States of America
SPARK-BOT	Registered	76/479136	2919502	United States of America
SPEED LIGHTS	Allowed	78/433061	N/A	United States of America
TRAFFIC LIGHTS	Registered	78/387572	2930967	United States of America
WILDSEED	Registered	75/914936	2886801	United States of America
WILDSEED	Registered	78/433107	2981147	United States of America