

**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>
Octopi, Inc.		07/23/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Octopi Holdings, LLC		
<b>Street Address:</b>	2090 N. Kolb, Suite 100		
<b>City:</b>	Tucson		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85715		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3258494	POXNORA	
Registration Number:	3204912	JELLY POP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)664-2091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(602) 640-9311		
<b>Email:</b>	trademarks@omlaw.com		
<b>Correspondent Name:</b>	Jonathan Ariano, Osborn Maledon, P.A.		
<b>Address Line 1:</b>	2929 N. Central Avenue		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85012		
<b>ATTORNEY DOCKET NUMBER:</b>	14262.2		
<b>NAME OF SUBMITTER:</b>	Jonathan F. Ariano		
<b>Signature:</b>	/jonathan.f.ariano/		
<b>Date:</b>	07/31/2008		

CH \$65.00 3258494

Total Attachments: 3

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### Assignment of Trademarks

WHEREAS, Octopi, Inc. a corporation organized and existing under the laws of the State of Delaware ("Assignor"), is using certain trademarks in conjunction with its business, including but not limited to the trademarks and registrations thereof set forth in Schedule 1 attached hereto; and

WHEREAS, Octopi Holdings, LLC ("Assignee"), a limited liability company organized and existing under the laws of the State of Arizona, is desirous of acquiring all of Assignor's right, title and interest in and to said trademarks, including the right to bring actions for infringement of said trademarks occurring prior to and after the date of this Assignment;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Assignor, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Assignee, the Assignor's entire right, title and interest in and to those trademarks set forth on Schedule 1.1 of the Asset Purchase Agreement dated herewith between Assignor, Assignee, and Skilljam Technologies Corporation, a corporation organized and existing under the laws of the State of Delaware) (the "Assigned Trademarks"), including but not limited the trademarks thereof identified in Schedule 1 attached to this Assignment, including the right to bring actions for infringements of said trademarks occurring prior to and after the date of this Assignment, together with that part of the goodwill of the Assignor's business connected with and symbolized by said trademarks.

FURTHER, in the event that Assignee is unable, after diligent, commercially reasonable efforts and reasonable, advanced written notice to Assignor, for any reason whatsoever, to secure Assignor's signature to any document Assignor is required to execute to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned Trademarks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agents and attorneys-in-fact, to act for and on its behalf and instead of Assignor, to execute and file such document and to do all other lawfully permitted acts to complete the assignment of the Assigned Trademarks with the same legal force and effect as if executed by Assignor.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its authorized representative.

*[Signature Page to Follow]*

Execution Version

Effective: July 23, 2008

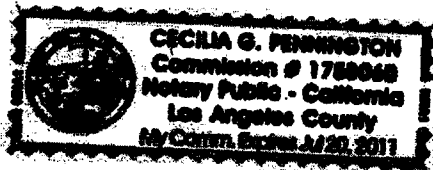
OCTOPI, INC., a Delaware corporation

By: [Signature]  
Name: Mark Feldman  
Its: Secretary

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

On this 22 day of July, 2008, before me personally appeared Mark Feldman who being duly sworn, stated that s/he is the Secretary of OCTOPI, INC, a Delaware corporation, and acknowledged the foregoing instrument to be the voluntary act and deed of the corporation, executed by authority of its board of directors.

Cecilia G. Pennington  
NOTARY PUBLIC FOR State of California  
My Commission Expires: July 20, 2011



**SCHEDULE 1**

1. The following United States trademarks:

<b>Registration Number</b>	<b>Mark</b>
3258494	POXNORA
3204912	JELLYPOP

2. Any trademark or trademark registration filed in a country other than the United States corresponding to any trademark or trademark registration listed in Section 1 of this Schedule, including but not limited to the following Canadian trademark:

<b>Registration Number</b>	<b>Mark</b>
683344	JELLYPOP