

**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>
A2D LP		06/27/2007	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A2D TECHNOLOGIES, INC.		
<b>Street Address:</b>	2345 Atascocita Road		
<b>City:</b>	Humble		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77396		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2023711	RILEY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)658-1921		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-658-2323		
<b>Email:</b>	wjensen@craincaton.com		
<b>Correspondent Name:</b>	Crain Caton & James		
<b>Address Line 1:</b>	1401 McKinney, Suite 1700		
<b>Address Line 2:</b>	Attn: William P. Jensen		
<b>Address Line 4:</b>	Houston, TEXAS 77010		
<b>ATTORNEY DOCKET NUMBER:</b>	2481-7		
<b>NAME OF SUBMITTER:</b>	William P. Jensen		
<b>Signature:</b>	/William P. Jensen/		
<b>Date:</b>	08/20/2008		

**CH \$40.00 2023711**

Total Attachments: 2

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "*Agreement*") is made and entered into as of June 27, 2007, by and between A2D LP, a Texas limited partnership (the "*Partnership*"), and A2D TECHNOLOGIES, INC., a Texas corporation (the "*General Partner*").

NOW THEREFORE, for and in consideration of the premises and mutual covenants set forth 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. Effective as of 10:59 p.m. Central Daylight Time (11:59 p.m. Eastern Daylight Time) on June 30, 2007 (the "*Effective Time*"), the Partnership hereby sells, assigns, transfers, sets over and delivers to the General Partner, its successors and assigns, forever, all of the following:

All right, title benefit, privileges and interest, inchoate or otherwise, in and to all property, real, personal, or mixed, tangible or intangible, and other assets of every kind and nature whatsoever that constitute or relate to the business of the Partnership, including but not limited to real estate, buildings, furniture, inventory, equipment, machinery, tools, patterns, goodwill, accounts receivable, bank accounts, cash, securities, claims, contract rights, patents (whether issued or pending) and trademarks (collectively, the "*Assets*"), as of the date hereof, and all of the Partnership's burdens, liabilities and obligations of every nature and kind whatsoever whenever accrued, including without limitation all accounts owed, all contract obligations, all accrued federal or state income taxes and interest or penalties thereon, and any other liabilities as of the date hereof (collectively, the "*Liabilities*").

2. Assumption. Effective as of the Effective Time, the General Partner hereby accepts all of the Assets in accordance with their respective terms, none of which shall be affected or impaired hereby, and agrees to observe, perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the Liabilities to be observed, performed, paid or discharged from and after the Effective Date; provided however, that the Partnership and the General Partner hereby specifically agree that the Partnership hereby transfers and the General Partner accepts the Liabilities only to the extent of the Assets simultaneously received hereunder and that the General Partner shall not be liable for any such Liabilities beyond the value, as of the date hereof, of the Assets.

3. Terms of the Plan of Dissolution and Liquidation. The assignment and assumption set forth in this Agreement is made in order to effectuate the distribution of the Partnership's assets pursuant to that certain Plan of Dissolution and Liquidation of the Partnership adopted by the Partnership, the General Partner and the Partnership's sole limited partner, A2D Holdings L.L.C., a Delaware limited liability company, on June 27, 2007.

4. Further Actions. The General Partner and the Partnership hereby agree that each of them will execute such further instruments and take such other actions as may in the opinion of either of them be reasonably necessary to evidence or perfect the assignment, transfer or

assumption of any Asset or Liability assigned or assumed hereby, or otherwise reasonably required to carry out the intentions of this Agreement.

5. Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to conflicts of laws principles that would cause the laws of any other jurisdiction to apply.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. Entire Agreement. All terms, covenants and conditions of this Agreement are set forth herein and there are no warranties, agreements or understandings, expressed or implied, except such as are expressly set forth herein.


IN WITNESS of the foregoing, the parties to this Agreement have executed this Agreement as of the 27th day of June 2007.

A2D TECHNOLOGIES, INC., a Texas corporation

A2D LP, a Texas limited partnership

By: A2D TECHNOLOGIES, INC., a Texas corporation, its General Partner

By:   
David W. Kotowych, President

By:   
David W. Kotowych, President