

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
EQUITABLE TRANSITIONS, INC.		12/23/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEOPORTE, LLC		
Street Address:	1550 18th Street		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78287952	NEOPORTE	
Serial Number:	78931964		
Serial Number:	78287968	MODERN DOOR	
Serial Number:	77490168	LINEA	
CORRESPONDENCE DATA			
Fax Number:	(714)427-7799		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714.427.7405		
Email:	lholstein@swlaw.com		
Correspondent Name:	Ketan S. Vakil		
Address Line 1:	600 ANTON BOULEVARD		
Address Line 2:	SUITE 1400		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	51857-0002		
NAME OF SUBMITTER:	Ketan S. Vakil		

CH \$115.00 78287952

Signature:

/Ketan S. Vakil/

Date:

02/16/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of December 23, 2008 by Equitable Transitions, Inc., a California corporation ("Assignor") and Neoporte, LLC, an Arizona limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to the Bill of Sale dated December 23, 2008 ("Bill of Sale"), Assignor assigned, transferred, sold and conveyed to Assignee all of Assignor's right, title, and interest in and to all of Assignor's assets, including all general intangibles and trademarks that are owned by Assignor, including without limitation the registrations and applications listed on Exhibit A attached hereto and incorporated herein, together with the goodwill of the business pertaining thereto (the "Trademarks"); and

WHEREAS, to effect such assignment of the Trademarks to Assignee, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all of the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Bill of Sale, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Bill of Sale, the Assignor hereby agrees as follows:

1. Grant. Effective as of December 23, 2008, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.
2. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.
3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Trademarks, or

other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year first written above.

ASSIGNOR:

EQUITABLE TRANSITIONS, INC.

By:

Name: Nigel Hamer
Its: President

ASSIGNEE:

NEOPORTE, LLC

By:

Name: Derek Maczka
Its: Manager

EXHIBIT A
TRADEMARKS

Neoporte (Word Mark)
Serial/Reg. Number: 78287952
Filing Date: August 15, 2003

Design Only
Serial/Reg. Number: 78931964
Filing Date: July 18, 2006

Linea (Word Mark)
Serial/Reg. Number: 77490168
Filing Date: June 3, 2008

Modern Door (Word Mark)
Serial/Reg. Number: 78287968
Filing Date: August 15, 2003