

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Telematrix, Inc.		03/14/2006	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Scitec, Inc.
<b>Street Address:</b>	301 E. Mercury Drive Suite 8, Dock 9
<b>City:</b>	Champaign
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	61822
<b>Entity Type:</b>	CORPORATION: ILLINOIS

<b>Name:</b>	Telematrix, Inc.
<b>Street Address:</b>	5025 Galley Road
<b>City:</b>	Colorado Springs
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80915
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1984451	MARQUIS
Registration Number:	2488258	TOUHLITE
Registration Number:	2701081	STEELTRAP

**CORRESPONDENCE DATA**

Fax Number: (877)769-7945  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612-335-5070  
 Email: tmdoctc@fr.com

CH \$90.00 1984451

Correspondent Name: Joel D. Leviton  
Address Line 1: P.O. Box 1022  
Address Line 4: Minneapolis, MINNESOTA 55440-1022

ATTORNEY DOCKET NUMBER:	10569-0001001
NAME OF SUBMITTER:	Joel D. Leviton
Signature:	/Joel D. Leviton/
Date:	03/13/2009

**Total Attachments: 6**

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## BILL OF SALE AND ASSIGNMENT

**WHEREAS**, SCITEC, INC., an Illinois corporation, and TELEMATRIX, INC., a Delaware corporation (collectively, "Buyer"), and TELEMATRIX, INC., an Illinois corporation ("Seller") are parties to that certain Asset Purchase Agreement dated February 16, 2006 (the "Purchase Agreement"); and

**WHEREAS**, the Purchase Agreement provides that Buyer is to acquire substantially all of the assets of Seller relating to its telephone manufacturing and distribution business (the "Business"), consisting of equipment, customer lists, trademarks, patents, copyrights, intellectual property, goodwill, and other associated tangible and intangible assets, if any, owned by Seller and relating to or used in the Business;

**NOW, THEREFORE**, in consideration of the transactions described in the Purchase Agreement, and other good and valuable consideration, the receipt, sufficiency and mutuality of which are hereby acknowledged, SELLER HEREBY SELLS, CONVEYS, TRANSFERS AND ASSIGNS TO BUYER, all of Seller's' right, title, and interest in and to the following (collectively, the "Purchased Assets"):

- a. All customer contracts of every kind whatsoever which relate to the sale of goods or the provision of services to customers of the Business (the "Customer Contracts");
- b. All of Seller's rights and interest existing under all agreements (i) between or among Seller and third parties; (ii) by which Seller is otherwise bound or to which it or its properties are subject, and (iii) related to the Business; including warranty agreements, Contracts, vendor agreements and other agreements and rights set forth on Schedule 2.1 (collectively, "Assumed Contracts");
- c. All Prepaid Expenses;
- d. All purchase orders for finished goods, goods in transit, and pending sales to customers as of the date hereof;
- e. All furniture, fixtures, equipment, computers, servers, machinery, tools, dies, supplies and sundry items used in connection with the Business, including (i) those listed or generally described on Schedule 2.1, and (ii) tools, dies or molds in the possession of third party manufacturers;
- f. The Inventory;
- g. Any equipment leased to Seller (excluding any lease of real property);
- h. All Licenses, certificates, permits and other indicia of authority relating to the operation and ownership of the Business;

- i. All Intellectual Property, trade names, business names, service marks, trademarks, trademark applications, copyrights, patents, patent rights, patent applications, logos and all derivatives and variations thereof (including rights to lapsed or expired marks), AND ALL GOODWILL ASSOCIATED WITH EACH OF THE FOREGOING, all and all trade secrets and proprietary materials relating to the Business including the exclusive right to use the name "Telematrix" and the domain name "Telematrix USA.com";
- j. All Source Code used in connection with the manufacture of Seller's products (regardless of whether such Source Code is in the possession of Seller or a third party manufacturer or consignee);
- k. All of Seller's right, title and interest in telephone and facsimile numbers used in the operation of the Business;
- l. All printed materials (including marketing literature), goodwill and prepaid advertisements of the Business;
- m. All restrictive covenants and agreements (including, without limitation, non-competition, non-disclosure, non-use, non-piracy, and non-disclosure agreements) in favor of Seller, if any;
- n. All rights of Seller under any manufacturers warranties and guarantees relating to the Business; and
- o. The Customer Accounts, including customer lists, and all files, documents, books and records related to and reasonably necessary for the future conduct of the Business by Buyer.

Seller hereby warrants that the Purchased Assets are conveyed to Buyer hereunder free and clear of any and all mortgages, claims, or encumbrances whatsoever. Seller further, jointly and severally, warrants, represents and covenants to Buyer that (a) Seller is the owner of the Purchased Assets, (b) Seller has the absolute right to sell and convey the Purchased Assets to Buyer hereunder, and (c) Seller is not in default under any document, agreement or contract which is assigned to Buyer hereunder. Seller further warrants and undertakes to defend the sale and conveyance to Buyer of the Purchased Assets against any and all persons who claim title to any or all of the Purchased Assets. This Bill of Sale and Assignment shall bind Seller and benefit Buyer and its Affiliates, successors and assigns.

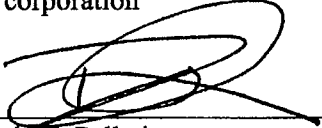
Capitalized terms used and not otherwise defined herein have the meaning given them in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand to this Bill of Sale and Assignment this 14<sup>th</sup> day of March, 2006.

**SELLER:**

TELEMATRIX, INC.,  
a Florida corporation

By: \_\_\_\_\_

  
Dale T. Pelletier  
President

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**Trade Mark Usage: (Unregistered) listed is the approximate year of usage.**

- TeleMatrix – 1985
- Spectrum – 1999
- Spectrum Plus – 2002
- Vue – 2004
- TMX – 1985
- 2700 Series – 1987
- 2800 Series – 2000
- 3000 Series – 2001
- 9000 Series – 2000

**Service Marks: (Unregistered) listed is the approximate year of usage.**

- Priority Care – 1998
- Fast Lane – 2000
- Connecting – 2004

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**Registered Trade Marks**

- Marquis
  - Registration No. 1,984,451
  - Registration Date July 2, 1996
  
- TELEMATRIX
  - Registration No. 001182575
  - Registrations Date Aug 17, 2000
  
- Touch Lite
  - Registration No. 2,488,258
  - Registration Date Sept 11, 2001
  
- STEELTRAP
  - Registration No. 2,701,081
  - Registration Date Mar 25, 2003

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**Design Patents**

- Spectrum Plus
  - Application No. 09/190,833
  - Filing Date Feb 26, 1999
  
- The VUE (pending)
  - Application No. Pending
  - Provisional Patent Application file date Mar 12, 2004

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