

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
Skyway Systems, Inc.		12/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Inilex, Inc.		
Street Address:	125 W. Gemini Drive Suite E19-20		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85283		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77403181	SMARTALERT	
Serial Number:	77176808	SKYWAY	
Serial Number:	77403142	DRIVESAFE	
CORRESPONDENCE DATA			
Fax Number:	(602)253-8129		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	phxip@ssd.com		
Correspondent Name:	David E. Rogers		
Address Line 1:	Two Renaissance Square		
Address Line 2:	40 N. Central Avenue, Suite 2700		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	101232.00003		
NAME OF SUBMITTER:	David E. Rogers		
Signature:	/David E. Rogers/		

CH \$90.00 77403181

Date:

03/26/2009

Total Attachments: 22

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement dated as of December 31, 2008 (this "Bill of Sale") is made by and among Inilex, Inc. ("Buyer") and the undersigned individuals and entities (collectively the "Sellers" and individually a "Seller"), and is executed and delivered in furtherance of Section 2 of that certain Agreement dated as of even date herewith, (the "Agreement") by and among each of the Sellers (as the "Holders" therein) and Buyer. All capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

In consideration of the mutual promises and other actions described in the Agreement, each Seller hereby grants, sells, conveys and delivers to Buyer, and Buyer hereby purchases and accepts from Sellers (individually and jointly, as the case may be) and Buyer acknowledges receipt of all of each Seller's right, title and interest (whether the same be several or joint, or mixed) in and to all the assets of Skyway Systems, Inc. ("Skyway"), which assets comprise all of the Collateral referred to in the Agreement, including, without limitation, the following property, in each case whether now or hereafter existing or arising or in which Skyway has at any time had, and in which Sellers and each of them now has or hereafter owns, acquires or develops an interest, and wherever located:

- (i) Accounts;
- (ii) Chattel Paper and Electronic Chattel Paper;
- (iii) Deposit Account;
- (iv) Documents;
- (v) Equipment;
- (vi) Fixtures;
- (vii) Goods;
- (viii) Instruments, including Promissory Notes;
- (ix) Investment Property;
- (x) Letter of Credit Rights;
- (xi) Inventory;
- (xii) Software;
- (xiii) all patents, trademark, patent applications and trademark applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, trademark, patent applications and trademark applications as described below), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (xiv) all General Intangibles and all intangible intellectual or other similar property formerly owned by Skyway and which was included in the Collateral, of any kind or

nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(xv) all Proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lenders are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

This Bill of Sale is subject to all of the terms of the Agreement, and in the event of a conflict between the terms of this Bill of Sale and the Agreement, the terms of the Agreement shall control.

Each Seller hereby represents and warrants, severally and not jointly, that such Seller has good and marketable title to the foregoing assets, free and clear of any liens, pledges, security interests, conditional sales agreements, known claims or other Encumbrances of any kind or nature whatsoever, other than such rights as each of the other Sellers in its sole capacity, or all of the Sellers jointly, may have in the foregoing assets.

Each Seller hereby further represents and warrants that such Seller has full legal right and authority to sell, transfer, convey and assign the foregoing assets to Buyer, so that upon receipt of such property pursuant hereto, Buyer will have good and marketable title to the foregoing assets, free and clear of all Encumbrances, except Encumbrances of which such Seller has no knowledge, actual or constructive, except as otherwise disclosed.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS THEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO THE RULES OF CONFLICTS OF LAWS THEREOF.

This Bill of Sale may be executed in separate counterparts each of which when so executed shall be an original, but all of such counterparts shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Sellers and Buyer have executed this Bill of Sale as of the date first written above.

BUYER:

Inilex, Inc.

By: _____
Mr. Scott Ferguson
Chief Executive Officer

SELLERS:

Sam Pack's Five Star Ford, Ltd.

By: Sam Pack
Name: Sam Pack
Title: President

Sill-Terhar Motors, Inc.

By: _____
Name: _____
Title: _____

John A Terhar, Jr

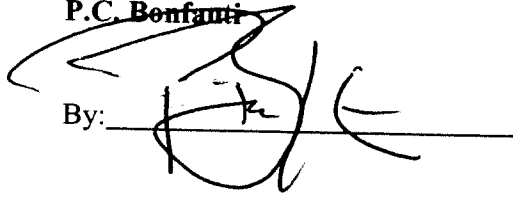
By: _____

RMH Properties, Inc.

By: _____
Name: _____
Title: _____

P.C. Bonfanti

By: _____



McDeal Investments LLLP

By: _____

Name: _____

Title: _____

The Boeckmann Family Rev. Trust

By: _____

Name: _____

Title: _____

Attila J. Wagner Revocable Trust

By: _____

Name: _____

Title: _____

A.J. Wagner & Associates LLC

By: _____

Name: _____

Title: _____

Henry Hansel & Gary S. Pleau LLC

By: _____

Name: _____

Title: _____

P.C. Bonfanti

By: _____

McDeal Investments LLLP

By: [Signature]
Name: McDeal Investments LLLP
Title: Member

The Boeckmann Family Rev. Trust

By: _____
Name: _____
Title: _____

Attila J. Wagner Revocable Trust

By: _____
Name: _____
Title: _____

A.J. Wagner & Associates LLC

By: _____
Name: _____
Title: _____

Henry Hansel & Gary S. Pleau LLC

By: _____
Name: _____
Title: _____

P.C. Bonfanti

By: _____

McDeal Investments LLLP

By: _____

Name: _____

Title: _____

The Boeckmann Family Rev. Trust

By: _____

Name: _____

Title: _____

Attila J. Wagner Revocable Trust

By: Attila J Wagner

Name: ATTILA J WAGNER

Title: TRUSTEE

A.J. Wagner & Associates LLC

By: A J Wagner

Name: A J WAGNER

Title: President & CEO

Henry Hansel & Gary S. Pleau LLC

By: _____

Name: _____

Title: _____

Attila J. Wagner Revocable Trust

By: _____
Name: _____
Title: _____

A.J. Wagner & Associates LLC

By: _____
Name: _____
Title: _____

Henry Hansel & Gary S. Pleau LLC

By: 
Name: HENRY HANSEL
Title: MEMBER

Erthos LC

By: _____
Name: _____
Title: _____

Barnwallis LLC

By: _____
Name: _____
Title: _____

Vinit Nijhawan

By: _____

E-M Technology

By: _____
Name: _____
Title: _____


Roy G. Perry

By: _____

Michael D. Jordan

By: _____

Entheos L.C.

By: 
Name: HARRY COHEN
Title: OWNER

Barnwallis LLC

By: _____
Name: _____
Title: _____

Vinit Nijhawan

By: _____

E-M Technology

By: _____
Name: _____
Title: _____

Roy G. Perry

By: _____


Michael D. Jordan

By: _____

Entheos L.C.

By: _____
Name: _____
Title: _____

Barnwallis LLC

By: 
Name: MARK STALLER
Title: MANAGER

Vinit Nijhawan

By: _____

E-M Technology

By: _____
Name: _____
Title: _____

Roy G. Perry

By: _____

Michael D. Jordan

By: _____

Entheos L.C.

By: _____
Name: _____
Title: _____

Barnwallis LLC

By: _____
Name: _____
Title: _____

Vinit Nijhawan

By: Vinit Nijhawan

E-M Technology

By: _____
Name: _____
Title: _____

Roy G. Perry

By: _____

Michael D. Jordan

By: _____

IN WITNESS WHEREOF, Sellers and Buyer have executed this Bill of Sale as of the date first written above.

BUYER:

Inilex, Inc.

By: 

Mr. Scott Ferguson
Chief Executive Officer

SELLERS:

E-M Technology

By: 

Name: Gerhard A. Koepf

Title: Sole Proprietor

Dec. 5, 2008

B-11 of sales

Entheos L.C.

By: _____
Name: _____
Title: _____

Barnwallis LLC

By: _____
Name: _____
Title: _____

Vinit Nijhawan

By: _____

E-M Technology

By: _____
Name: _____
Title: _____

Roy G. Perry

By: Roy G Perry *less I/T equipment, has a bank lien against it.*

Michael D. Jordan

By: _____

(Handwritten mark)

Entheos L.C.

By: _____
Name: _____
Title: _____

Barnwallis LLC

By: _____
Name: _____
Title: _____

Vinit Nijhawan

By: _____

E-M Technology

By: _____
Name: _____
Title: _____

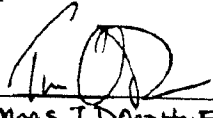
Roy G. Perry

By: _____

Michael D. Jordan

By:  _____

Adelphi Capital

By: 
Name: THOMAS J DiMatteo
Title: PRESIDENT

Larry Van Tuyl

By: _____

Harry Cohen

By: _____

Cerritos Ford, Inc.

By: _____
Name: _____
Title: _____

M. Allan Vigil

By: _____

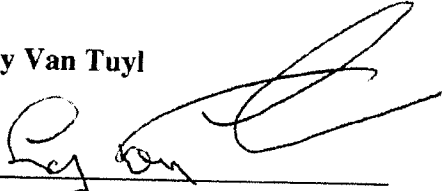
H. Gary Ackerman Family Trust

By: _____
Name: _____
Title: _____

Adelphi Capital

By: _____
Name: _____
Title: _____

Larry Van Tuyl

By:  _____

Harry Cohen

By: _____

Cerritos Ford, Inc.

By: _____
Name: _____
Title: _____

M. Allan Vigil

By: _____

H. Gary Ackerman Family Trust

By: _____
Name: _____
Title: _____

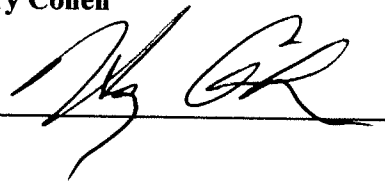
Adelphi Capital

By: _____
Name: _____
Title: _____

Larry Van Tuyl

By: _____

Harry Cohen

By:  _____

Cerritos Ford, Inc.

By: _____
Name: _____
Title: _____

M. Allan Vigil

By: _____

H. Gary Ackerman Family Trust

By: _____
Name: _____
Title: _____

Adelphi Capital

By: _____
Name: _____
Title: _____

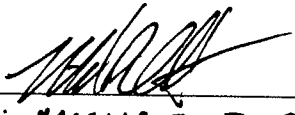
Larry Van Tuyl

By: _____

Harry Cohen

By: _____

Cerritos Ford, Inc.

By:  _____
Name: MICHAEL P. GILLIGAN
Title: E.V.P. GENERAL MANAGER

M. Allan Vigil

By: _____

H. Gary Ackerman Family Trust

By: _____
Name: _____
Title: _____

Adelphi Capital

By: _____
Name: _____
Title: _____

Larry Van Tuyl

By: _____

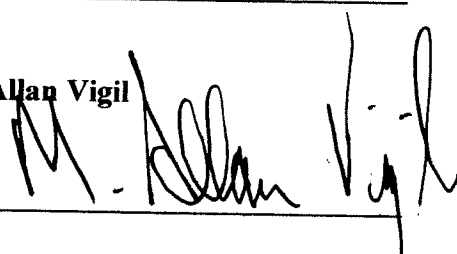
Harry Cohen

By: _____

Cerritos Ford, Inc.

By: _____
Name: _____
Title: _____

M. Allan Vigil

By:  _____

H. Gary Ackerman Family Trust

By: _____
Name: _____
Title: _____

Adelphi Capital

By: _____

Name: _____

Title: _____

Larry Van Tuyl

By: _____

Harry Cohen

By: _____

Cerritos Ford, Inc.

By: _____


Name: _____

Title: _____

M. Allan Vigil

By: _____

H. Gary Ackerman Family Trust

By:  _____

Name: H. Gary Ackerman

Title: Trustee

G. Michael Ferris

By: G. Michael Ferris

Sanderson Ford, Inc.

By: _____
Name: _____
Title: _____

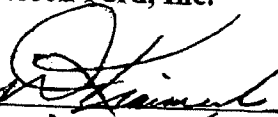
McCallan Properties LLC

By: _____
Name: _____
Title: _____

G. Michael Ferris

By: _____

Sanderson Ford, Inc.

By: 
Name: DAVID KIMMICK
Title: PRESIDENT

McCallan Properties LLC

By: _____
Name: _____
Title: _____

G. Michael Ferris

By: _____


Sanderson Ford, Inc.

By: _____

Name: _____

Title: _____

McCallan Properties LLC

By: 
Name: JOHN B. McCallan Jr.
Title: MANAGING MEMBER