

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Nextep, Inc.		08/21/2008	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cerro Wire, Inc.		
<b>Street Address:</b>	1002 Industrial Way		
<b>City:</b>	Crothersville		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47229		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2859582	ELECTRATRAC	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)251-5732		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.368.4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	219503-002023		
NAME OF SUBMITTER:	Micah Onixt		
Signature:	/Micah Onixt/		
Date:	04/22/2009		

CH \$40.00 2859582

**Total Attachments: 6**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of August 20, 2008, by and between Nextep, Inc., a Nevada corporation having an address at 1575 Delwood Lane, Suite 225, Reno, Nevada, 89502 ("Assignor") and Ceero Wire, Inc., a Delaware corporation having an address at 1002 Industrial Way, Crothersville, Indiana, 47229 (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Assignment, Assumption, Transfer and Sale Agreement dated as of August 20, 2008 (the "Sale Agreement") (all terms which are capitalized and not defined herein shall have the respective meanings set forth in the Sale Agreement);

WHEREAS, Assignor may have certain rights in common law or registered trademarks, registered, unregistered or common law copyrights (including, without limitation, software, source code or object code), registered or common law service marks, logos, trade names, slogans, inventions, know-how, trade secrets, discoveries, methods of use, United States or foreign issued patents, pending patent applications (U.S., foreign or provisional) and divisionals, continuations-in-part (if any), continuations thereof (if any), extensions, refiles, renewals, substitutions, reexaminations and reissues thereof and/or the invention covered thereby, in any country, together with all rights to claim priority on the basis of any of the foregoing, used or useful in or relating to the conduct of the Assignee's business and/or all development work and Deliverables done by and/or on behalf of Assignee for, on behalf of and/or in cooperation with the Assignor (hereinafter collectively referred to as the "Intellectual Property"), and Intellectual Property rights arising from use or any other legal doctrine, all such Intellectual Property identified on Schedule A; and

WHEREAS, pursuant to the Sale Agreement, Assignor desires to assign the Intellectual Property to Assignee pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for the good and valuable consideration of One Hundred Dollars (\$100.00), to it in hand paid by Assignee, and other good and valuable consideration herein and set forth in the Sale Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby sell, assign, transfer and convey to the Assignee all Assignor's right, title and interest in, to and under the Intellectual Property, together with any goodwill of the Assignor's business symbolized by any marks or names thereof, together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past, present, or future claims arising out of any infringement thereof, such rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

FURTHER, for the good and valuable consideration recited above, Assignor hereby agrees to render all reasonably requested assistance to Assignee to establish or protect Assignee's rights in and to the Intellectual Property including, without limitation, causing Assignor's agents, employees, representatives and/or third party contractors ("Assignor's Parties") to execute appropriate instruments to secure, register, verify, validate, effect, maintain, renew or defend Assignee's rights in and to the Intellectual Property. In the event that Assignee is unable to secure Assignor's or Assignor Parties' signature on any documents including, without limitation, assignments, patent applications or any other documents deemed necessary by Assignee, in its sole discretion, to carry out the purposes of this paragraph, Assignor hereby irrevocably designates and appoints Assignee or its designee(s) as Assignor's

agent and attorney-in-fact, which appointment is coupled with an interest, to act for and in Assignor's behalf to execute, verify and file any such document.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of August 21, 2008.

NEXTEP, INC.

By: [Signature]  
Its: CEO

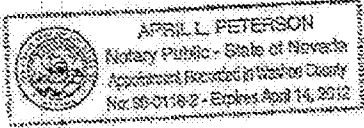
State of NEVADA )

County of WASHOE )

On this 21<sup>st</sup> day of AUGUST, 2008 before me, a Notary Public in and for the County and State aforesaid, appeared \_\_\_\_\_ to me personally known to be the same person who subscribed to the foregoing instrument, and acknowledged that execution of said document was a free and voluntary act for the uses and purposes therein expressed. WITNESS my hand and seal the day and year last above given.

Notary Public:

My Commission Expires: APRIL 14 2012



SCHEDULE A  
INTELLECTUAL PROPERTY

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Nextep -- U.S. Copyright Registrations

Title	Registration No.	Owner
ELECTRATRAC Photo	VA88091623365	Nextep, Inc. by Assignment from Fred Cornelius (photographer)

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Nextep U.S. Trademarks

Trademark	Serial No.	Registration No.	Registration Date	Status	Goods and Services	Owner Name
 GENIMAX & DESIGN	77/380103			PENDING Intent to Use	(INT. CL. 9) ELECTRICAL POWER EXTENSION CORDS; GENERATOR ACCESSORIES, NAMESLY, PLUG ADAPTORS	NEXTEP, INC.
XT TECHNOLOGY	78/875871	3413289	4/15/08	REGISTERED	(INT. CL. 9) POWER EXTENSION CORDS	NEXTEP, INC.
BENCH MATE	78/437250	3027356	12/13/05	REGISTERED	(INT. CL. 9) ELECTRICAL POWER DISTRIBUTION CORDS	NEXTEP
ELECTRATRAC	76/493701	2859582	7/06/04	REGISTERED	(INT. CL. 9) ELECTRICAL CORDS, NAMESLY MULTI- OUTLET ELECTRICAL EXTENSION CORDS, ELECTRIC EXPANSION CORDS, ELECTRICAL CURRENT CARRYING CORDS, AND ELECTRICAL WIRES.	NEXTEP, INC.

**Nextep Unregistered Intellectual Property**

All Nextep Intellectual Property related to, associated with and/or arising from the Nextep Power Cord Business including, without limitation, all intellectual property applications, pictures, designs, logos, works of authorship, illustrations, licenses, customer lists, customer contacts, artwork, packaging, the ELECTRA TRAC trademark and any other Confidential Information.

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