

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
CYCLONIX, INC.		08/09/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PINNACLE EXHIBITS, INC.		
Street Address:	22400 NW Westmark Drive		
City:	Hillsboro		
State/Country:	OREGON		
Postal Code:	97124		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3448720	CYCLONIX	
Registration Number:	3448725		
CORRESPONDENCE DATA			
Fax Number:	7144277799		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	714-427-7083		
Email:	cneu@swlaw.com		
Correspondent Name:	Andrew S. Fior, SNELL & WILMER LLP		
Address Line 1:	600 Anton Boulevard		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	64488.00001		
NAME OF SUBMITTER:	Andrew S. Fior		
Signature:	/Andrew S. Fior/		

CH \$65.00 3448720

Date:

08/14/2013

Total Attachments: 5

source=3 Trademark Assignment 8-9-13 #page1.tif

source=3 Trademark Assignment 8-9-13 #page2.tif

source=3 Trademark Assignment 8-9-13 #page3.tif

source=3 Trademark Assignment 8-9-13 #page4.tif

source=3 Trademark Assignment 8-9-13 #page5.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Agreement**”) is dated as of August 9, 2013 (the “**Effective Date**”) and is among Cyclonix, Inc., a California corporation (the “**Company**”) and Pinnacle Exhibits, Inc., a Delaware corporation (“**Pinnacle**” and collectively with the Company, the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in that certain Asset Purchase Agreement dated as of August 9, 2013 among Pinnacle, the Company, and certain other signatories thereto (the “**Asset Purchase Agreement**”).

WHEREAS, pursuant to the Asset Purchase Agreement, the Company has agreed to transfer to Pinnacle all of the service and trade names, logos, and marks used in the Business, including, without limitation, the trade name and word mark “Cyclonix,” U.S. Trademark Registration No. 3,448,720, and U.S. Trademark Registration No. 3,448,725 (collectively, the “**Transferred Names**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 TRADEMARK ASSIGNMENT

The Company hereby transfers and assigns to Pinnacle, and Pinnacle hereby accepts the transfer and assignment of, all of the Company’s worldwide right, title, and interest in and to the Transferred Names, together with all the rights appurtenant thereto and the goodwill of the business associated therewith and which is symbolized thereby, and the entire right, title, and interest in and to any equity arising out of past, present, or future infringement of the Transferred Names, including but not limited to, the right to bring suit and collect damages for past, present, and future infringement of the Transferred Names. The Company further covenants and agrees to execute all applications, assignments, and oaths, and any other documents that Pinnacle may reasonably deem necessary or desirable for securing or maintaining the Transferred Names or the associated goodwill, all without further compensation to the Company.

ARTICLE 2 MISCELLANEOUS

2.1 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by all of the Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

2.2 Successors and Assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided that, without such consent, Pinnacle may transfer or assign this Agreement, in whole or in part, from time to time, to one or more of its Affiliates or successor to its business or assets. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective executors, heirs, personal representatives, successors and assigns.

2.3 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Oregon, without giving effect to any choice of law or conflict of laws, rules, or provisions (whether of the State of Oregon or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Oregon.

2.4 Submission to Jurisdiction. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be instituted in any federal or state court in the State of Oregon and each Party irrevocably submits to the exclusive jurisdiction of such courts, pursuant to the terms provided in Section 8.6 of the Asset Purchase Agreement.

2.5 Counterparts. This Agreement may be executed in any number of counterparts, and any party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by each other Party. The Parties agree that the delivery of this Agreement may be effected by means of an exchange of signatures by facsimile or other electronic transmission.

2.6 Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person other than the Parties any rights or remedies hereunder.

2.7 Entire Agreement. This Agreement, the Asset Purchase Agreement, and the agreements, schedules, and the other documents, instruments and agreements contemplated by the Asset Purchase Agreement set forth the entire understanding of the parties with respect to the transactions contemplated by this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

2.8 Further Assurances. Each Party hereby covenants and agrees to cooperate fully in the effectuation of the transactions contemplated hereby and to execute and deliver any and all additional documents and instruments and take such additional action as any other Party may reasonably request to document and give effect to the transactions contemplated hereby.

2.9 Captions. All captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

2.10 Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

COMPANY:

Cyclonix, Inc.

By: W. Lopez
Name: Walter Lopez
Its: President

PINNACLE:

Pinnacle Exhibits, Inc.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

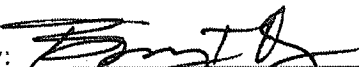
COMPANY:

Cyclonix, Inc.

By: _____
Name: _____
Its: _____

PINNACLE:

Pinnacle Exhibits, Inc.

By:  _____
Name: BRAD HOSAN
Its: PRESIDENT