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PTO-1594	J.S. DEPARTMENT OF COMMERC d States Patent and Trademark Offi
RECORDATIO. 103133560	
To the Director of the U. S. Patent and Trademark Office; Please record the attached documents or the new address(es) below.	
. Name of conveying party(ies):	2. Name and address of receiving party(ies)
ORTER TECHNOLOGY INC	Additional names, addresses, or citizenship attached?
13F, No.150 , SIAN YI ROAD,	Name: Adesso, Inc.
CHUNG HO CITY, TAIWAN	Internal
Individual(s) Association	Address:
General Partnership Limited Partnership	Street Address: Los Commerce Way
Corporation- State:	City:_Walnut
	State: CA
Citizenship (see guidelines)	Country: <u>U.S. A</u>
	Association Citizenship
3. Nature of conveyance)/Execution Date(s) :	Limited Partnership Citizenship
Execution Date(s) 07/61/≥-005	Corporation Citizenship U.S.A
Assignment Merger	Other Citizenship
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment
4. Application number(s) or registration number(s) an	d identification or description of the Trademark.
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	Additional sheet(s) attached? Yes WiNo
C. Identification or Description of Trademark(s) (and Filing TRじ FORM	
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Adesso,ヹゎぃ	6. Total number of applications and registrations involved:
Internal Address:	7, Total fee (37 CFR 2.6(b)(6) & 3.41)
Street Address: 160 Commerce Way	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
ou table to the	8. Payment Information:
City: Walnut State: CA Zip: 91789	a. Credit Card Last 4 Numbers
	Expiration Date
Phone Number: (909) 839-2930	b. Deposit Account Number
Email Address: aller @ adesso.com	Authorized User Name
9. Signature Signature	28th November, 2005
AILEEN HONG	Total number of pages including cover
Name of Person Signing	sheet, attachments, and document:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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EXCLUSIVE LICENSE AND TRADEMARK ASSIGNMENT

This Exclusive License and Trademark Assignment ("Assignment") is antered into as a f the _________day of July, 2003, by and between Ortek Technology, Inc. Thereinafter referred to as "Ortek"), a Taiwan corporation, and Adesso, Inc. (hereinalize referred to is "Ade so"), a U.S. corporation, located in Los Angeles, California.

WHE REAS, for valuable consideration, Ortek hereby assigns all of its rights in and associated with the mark "ADESSO" in the United States, People's Republic of China, and Republic of China, as shown in Exhibit A and B (collectively referred to as "Adess) Trade narks"), to Adesso pursuant to the terms and conditions stated herein.

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth. the parties hereby agree as follows:

1. ADESSO TRADEMARKS

1.1 All Adesso trademarks to be assigned are based on the assignment of the trademarks agreement with Adeeso Inc., a California corporation, with address at 100 corporate Point, Suito 230, Culver City, CA 90230 am! Oxtok's furthe registration on Adesso trademark in both Republic of China and People's Republic of China as listed in Exhibit A and Exhibit B.

2. EFFECTIVE DATE

2.1 The Assignment shall be effective upon full payment of the Assignment For (as defined below) and the Exclusive License shall be effective upon execution of this Agreement.

3. CONSIDERATION:

- 3.1 Adesso shall pay the total sum of Two Hundred Thousand Dollars (\$200,000.00) for assignment of the addesso trademarks (* Assignment Fee*). payable as follows:
 - 2.5% of all purchases made by Adesso from Oriek/Kibtes: ("Ortek Purchase") shall be credited against the Assignment Fee until the total Assignment Fee of \$200,000.00 is paid in full.
 - b. 1% loyalty fee of all purchases made by Adesso from vendos: other than Ortek and are to be marketed with Adesso Trademarks ("Non Ortek Purchase") shall be paid by Adesso to Ortek and be credited against the Assignment For. The Non Ortek Purchase shall include purchases of all products which are not manufactured by Ortek, nor in direct competition with products manufactured by Ortek ("Non Ortek Product"). However, i at any time, Ortek manufactures a similar product to a Non Ortek Product and the price offered to Adesso is no more than 10% of the last invoice: price Adesso paid to other vendors for such preduct, Adesso shall

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- purchase the product from Ortek exclusively within six months of racei it of written notice from Ortek.
- c. In the event that credit and payment as indicated in Paragraph 3.1 a. arc 3.1 b for a particular calendar month do not exceed \$5,000, Adreso sha! pay the deficiency of the \$5,000 and the total sum credited and paid pursuant to Paragraph 3.1 a. and 3.1 b for that particular month, so that Ortek will receive a minimum payment of \$5,000 per month, in a combination of credit and payment as described in this paragraph and paragraph 3.1a. and 3.1b.
- d. Adesso shall provide Oriek a monthly purchase statement of both Oriek Purchase and Non-Ortek Purchase on the 15th day of the following mor th and remit the outstanding balance, by wire transfer on the first day of $th\cdot$ subsequent month. B.g., Adesso will provide July's paychase statement of Ortek on August 5th and wire transfer the funds on or before September 1. Ortek auknowledges that the sum of \$30,000 has been paid by Approtec 1 Corporation on behalf of Adesso and shall be credited against the Assignment Fee.
- e. Payment made by Adeeso to Ortek on any particular mouth shall be applied towards Adesso's obligation pursuant to Paragraph 3.1a, 3.1b, 3.1c. tirst, with the remaining to be applied to any outstanding invoices owed to Ortek.
- f. All of the payment shall be made in lawful U.S. dollars and shall be paid directly to the account designated in advance by Ortek.
- Exclusive License: Adesso shall have until 6/30/05 to pay off the Assignment Fee. Prior to full payment of the Assignment Fee, Adesso shall not be deemed the Assignee of the Adesso Traderautes, and will on y have exclusive license for such marks. Such exclusive license shall include the right to prosecute any infringers of the Adesse Trademarks it the United States and Ortek shall fully cooperate with Adesco's effort to prosecute the infringers. Any compensation or judgment recovered or paid by the infringers shall belong to Adesso exclusively and Ortek shall not have any claim thereto. Prior to 6/30/05, Adeaso must abide by all payment obligations as described in Paragraph 3.1 a, 3.1 b. and 3 1c. ("Loyalty Fcc") to have a valid license to the Adesso trademarks. In the event the default of any Loyalty Fee by Adesso for two consecutive months, Ortek may, at its option, deciare Adesso in default by written notice. If Adesso fails to cure such default within 15 days of receipt of the default notice from Oriek, the Exclusive License shall be terminated and all of Adesso's rights under this Agreement shall be forfeited. If Adesse fails to pay the entire sum of Assignment Fee on or before 6/30/05, Adesso's Exclusive Liceuse and its rights under this Agreement shell be terminated thereon.

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Guaranty of Payment

4.1 Approtech Corporation (hereinafter shall be referred to as "Approtech") shall guaranty the payment owed by Adesso to Ortek under this Assignment. including all outstanding invoice amount up to the sum of \$200,000 and the Assignment Fee, for a total of maximum guaranty amount of \$400,000.

5. Entire Agreement

The Agreement contains the full and complete understanding of the parties here o and supersedes any prior discussions, agreements and/or representations, wheth a verbal, written or both. This Agreement cannot be modified unless said modification is in written and executed by both parties hereto.

6. Arbitration

All disputes, differences and controversies arising under or in connection with this Agreement, shall be settled and finally determined by arbitration in the United States of America, in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered a any court having jurisdiction thereof.

7. Governing Law

This Agreement shall be governed and interpreted under the laws of the United States of America, State of California.

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8 Attorney Fee

In the event that either party to this Agreement brings legal action, including filing demand for arbitration, to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney free and costs.

If I WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective representatives thereunto duly authorized as of the date first written allove.

ADESSO, INC

APPROTECH CORPORATION

Br. Allen Kn

Digodous FAL

Name: Top Chr Tou

Title:

ORTEK TECHNOLOGY, INC.

By: Lowston

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Tile: Hanging Arestor

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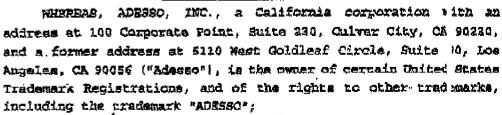
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ASSIGNMENT OF TRADEMARKS



WHEREAS, Adesso has entered into prior agreements wit; ORTEK TECHNOLOGY, INC., a Taiwan corporation ("Ortek"), in which Adesso agreed to assign all of its rights in its United States Tridemark Registrations, and its rights to the trademark "ADRSSO" and other trademarks, to Ortek after certain payments have been made

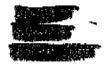
WHIRRAS, Ortek has now made all such payments to Ades 10, and WHERRAS, the parties wish to confirm the assignment of Adesso's United States Trademark Registrations, and its rights to the trademark "ADESSO" and other trademarks, to Ortek;

MOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Adesso hereby assigns unto Ortok all right, tille and interest in and to the following U.S. Trademark Registrations, together with the good will of the businesses symbolized he these registrations (hereinafter raferred to as the Adesso Registrations):

Ret. No. 1,987,891 2,088,078 2,176,439

2. Adesso hereby assigns unto Ortek all right, title and interest in and to all other trademarks owned by Adesso, including but not limited to the following trademarks, together with the good will of the businesses symbolized by these trademarks (here: nafter referred to as the "Adesso Trademarks"):



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Exhibit A

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- 3. Adesso acknowledges that all requisite payments in consideration for the assignments set forth in paragraphs 1 and 2 shove have been paid.
- 4. Adeaso agrees to execute all papers necessary in connection with the Adeaso Registrations and the Adeaso Trade arks, and also to parform all affirmative acts which may be necessary to transfer, and to evidence, ownership of the Adeaso Registrations and the Adeaso Trademarks, in and to Ortak.
- 5. Adesso hareby authorizes and requests the Commistioner of Patents and Trademarks to issue any and all tracemark registrations in the United States resulting from any applications for any Adesso Trademarks to Ortek, as assigned of the intire interest thereof.
- 6. Adesso hereby represents and warrants that Adesso has full right to convey the entire interests herein assigned, and that Alesso has not executed and will not execute any agreement in confilte herewith.

Dite: 7/3/99

ADMESSIO TINE.

Name: HALVEY CALABOA

Title: <u>560</u>,_______

ORTEK TECHNOLOGY, INC.

Date: July 30, 1999

By: Whistort

Mame: Winston Hau, also known as Hitson Sheu

Title: Managing Director

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ORtek Technology, Inc.

13F, No. 150, Jian Yi Rd. Chung Ho City, Talpel Hslen, Talwan, R.O.C. TEL: 686-2-8226-5123 FAX: 888-2-8226-5125 E-Mail: ortek@ortek.com.tw

歐締科技股份有限公司 台北縣中和市建一路150號13樓(遠東世紀廣場E棟)

U.S. Patent and Trademark office Assignment Division

To Whom It May Concern:

This letter is to confirm that Ortek Technology Inc., a limited partnership company locates at 13F, No.150, Jian Yi Road, Chung Ho City, Taiwan, agrees to change the ownership of TRU FORM (trademark registration# 2058078) to Adesso Inc. a Corporation locates at 160 Commerce Way, Walnut, CA 91789, U.S.A. This assignment is executed on July 1st, 2005.

TRADEMARK

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