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12-09-2005



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

RECORDATION 103133560  
TRADEMARKS ONLINE

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ORTEK TECHNOLOGY INC  
13F, No.150, JIAN YI ROAD,  
CHUNG HO CITY, TAIWAN

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s): 07/01/2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Adesso, Inc.  
 Internal Address: \_\_\_\_\_  
 Street Address: 160 Commerce Way,  
 City: Walnut  
 State: CA  
 Country: U.S.A Zip: 91789

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship U.S.A
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2058078

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TRU FORM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Adesso, Inc.

Internal Address: \_\_\_\_\_  
 Street Address: 160 Commerce Way

City: Walnut  
 State: CA Zip: 91789  
 Phone Number: (909) 839-2929  
 Fax Number: (909) 839-2930  
 Email Address: allen@adesso.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

9. Signature:

*[Handwritten Signature]*

AILEEN HONG

Signature

28th November, 2005  
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK  
REEL: 003279 FRAME: 0790

## EXCLUSIVE LICENSE AND TRADEMARK ASSIGNMENT

This Exclusive License and Trademark Assignment ("Assignment") is entered into as of the 9<sup>th</sup> day of July, 2003, by and between Ortek Technology, Inc. (hereinafter referred to as "Ortek"), a Taiwan corporation, and Adesso, Inc. (hereinafter referred to as "Adesso"), a U.S. corporation, located in Los Angeles, California.

WHEREAS, 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 "Adesso Trade marks"), 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 Adesso Inc., a California corporation, with address at 100 Corporate Point, Suite 230, Culver City, CA 90230 and Ortek's further 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 Fee (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 adesso trademarks ("Assignment Fee") payable as follows:
- 2.5% of all purchases made by Adesso from Ortek/Kibtex ("Ortek Purchase") shall be credited against the Assignment Fee until the total Assignment Fee of \$200,000.00 is paid in full.
  - 1% loyalty fee of all purchases made by Adesso from vendors 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 Fee. 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, if 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 product, Adesso shall

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- purchase the product from Ortek exclusively within six months of receipt of written notice from Ortek.
- c. In the event that credit and payment as indicated in Paragraph 3.1 a. and 3.1 b for a particular calendar month do not exceed \$5,000, Adesso shall 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 Ortek a monthly purchase statement of both Ortek Purchase and Non-Ortek Purchase on the 15<sup>th</sup> day of the following month and remit the outstanding balance, by wire transfer on the first day of the subsequent month. E.g., Adesso will provide July's purchase statement to Ortek on August 5<sup>th</sup> and wire transfer the funds on or before September 1. Ortek acknowledges that the sum of \$30,000 has been paid by Approtec Corporation on behalf of Adesso and shall be credited against the Assignment Fee.
- e. Payment made by Adesso to Ortek on any particular month shall be applied towards Adesso's obligation pursuant to Paragraph 3.1a, 3.1b, 3.1c first, 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.
- g. **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 Trademarks, and will only have exclusive license for such marks. Such exclusive license shall include the right to prosecute any infringers of the Adesso Trademarks in the United States and Ortek shall fully cooperate with Adesso'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, Adesso must abide by all payment obligations as described in Paragraph 3.1 a, 3.1 b, and 3.1c. ("Loyalty Fee") 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, declare Adesso in default by written notice. If Adesso fails to cure such default within 15 days of receipt of the default notice from Ortek, the Exclusive License shall be terminated and all of Adesso's rights under this Agreement shall be forfeited. If Adesso fails to pay the entire sum of Assignment Fee on or before 6/30/05, Adesso's Exclusive License and its rights under this Agreement shall be terminated thereon.

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**4. 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 to and supersedes any prior discussions, agreements and/or representations, whether 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 in 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 fee and costs.

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

ADESSO, INC.

APPROTECH CORPORATION

By: Allen Kan

By: 7/9/2003

Name: Shao-Lun Kan

Name: Tsun Ch'ia Tsai

Title: President

Title: Exec

ORTEK TECHNOLOGY, INC.

By: Ma Hsing

Name: STEVE UEN HONG

Title: Managing Director

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RW

ASSIGNMENT OF TRADEMARKS

CA

WHEREAS, ADESSO, INC., a California corporation with an address at 100 Corporate Point, Suite 230, Culver City, CA 90230, and a former address at 5110 West Goldleaf Circle, Suite 10, Los Angeles, CA 90056 ("Adesso"), is the owner of certain United States Trademark Registrations, and of the rights to other trademarks, including the trademark "ADESSO";

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

WHEREAS, Ortek has now made all such payments to Adesso; and

WHEREAS, 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;

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

1. Adesso hereby assigns unto Ortek all right, title and interest in and to the following U.S. Trademark Registrations, together with the good will of the businesses symbolized by these registrations (hereinafter referred to as the "Adesso Registrations"):

Reg. No.	Trademark
1,987,892	<del>XXXXXXXXXX</del>
2,058,078	<del>XXXXXXXXXX</del>
2,176,439	<del>XXXXXXXXXX</del>

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 (hereinafter referred to as the "Adesso Trademarks"):

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

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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 above have been paid.

4. Adesso agrees to execute all papers necessary in connection with the Adesso Registrations and the Adesso Trademarks, and also to perform all affirmative acts which may be necessary to transfer, and to evidence, ownership of the Adesso Registrations and the Adesso Trademarks, in and to Ortek.

5. Adesso hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all trademark registrations in the United States resulting from any applications for any Adesso Trademarks to Ortek, as assignee of the entire interest thereof.

6. Adesso hereby represents and warrants that Adesso has full right to convey the entire interests herein assigned, and that Adesso has not executed and will not execute any agreement in conflict herewith.

Date: 7/31/99

ADESSO INC.  
By: [Signature]  
Name: HARVEY GILBERTS  
Title: SEC.

Date: July 30, 1999

ORTEK TECHNOLOGY, INC.  
By: [Signature]  
Name: Winston Hau, also known as Nixon Sheu  
Title: Managing Director

[Handwritten initials]  
[Handwritten initials]  
[Handwritten initials]



**ORtek Technology, Inc.**

13F, No. 150, Jian Yi Rd. Chung Ho City,  
Taipei Hsien, Taiwan, R.O.C.  
TEL: 886-2-8226-5123  
FAX: 886-2-8226-5125  
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 1<sup>st</sup>, 2005.

**ORTEK TECHNOLOGY, INC.**

A handwritten signature in black ink, appearing to read 'A. S. S. S.', is written over a horizontal dotted line.