

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
Wabash Center, Inc.		04/03/2006	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	WC Technologies, LLC		
Street Address:	2000 Greenbush Street, PO Box 6449		
City:	Lafayette		
State/Country:	INDIANA		
Postal Code:	47903-6449		
Entity Type:	LIMITED LIABILITY COMPANY: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76638356	REST ASSURED	
CORRESPONDENCE DATA			
Fax Number:	(765)742-8175		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	765-423-1561		
Email:	tbp@stuartlaw.com		
Correspondent Name:	Thomas B. Parent		
Address Line 1:	300 Main St.		
Address Line 2:	Suite 900		
Address Line 4:	Lafayette, INDIANA 47901		
ATTORNEY DOCKET NUMBER:	1361/1		
NAME OF SUBMITTER:	Jeffrey Darling, President		
Signature:	/JeffreyDarling/		
Date:	05/03/2006		

CH \$40.00 76638356

Total Attachments: 2

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ASSIGNMENT OF RIGHTS
IN INTELLECTUAL PROPERTY

For good and valuable consideration, the receipt of which is hereby acknowledged, Wabash Center, Inc. hereby irrevocably and completely transfers, assigns, conveys, sets over and delivers to WC Technologies, LLC, all right, title, and interest, to the Rest Assured™ System, including without limitation any and all intellectual property related thereto, including the systems, know-how, software (version 3), trade secrets, Wabash Center, Inc.'s current relationship and goodwill with Purdue School of Computer Technology, trademark rights, including the pending Rest Assured™ trademark application with the U.S. Patent and Trademark Office (serial # 76638356), and patent rights previously assigned to Wabash Center in Patent No. 6995664 (collectively "Intellectual Property"). The undersigned agrees that the copyright in and to the applicable Intellectual Property is the property of Wabash Center, Inc. and hereby assigns all rights to past, present, and future equities from royalties generated from the use of the Intellectual Property to WC Technologies, LLC.

WC Technologies, LLC may file applications to register copyright in the Intellectual Property as the owner thereof. The undersigned will take whatever steps and do whatever acts WC Technologies, LLC requests in connection with such copyright and trademark registrations, including, but not limited to, placement of WC Technologies, LLC's proper copyright and trademark notices on works assigned to WC Technologies, LLC to secure or aid in securing and maintaining copyright protection in such works. The undersigned will assist WC Technologies, LLC or its nominees in filing applications to register claims of copyright ownership in the Intellectual Property.

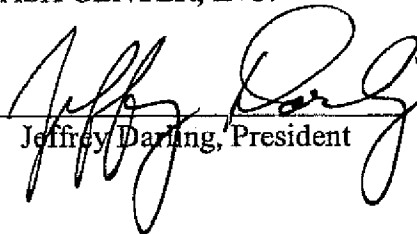
The undersigned shall execute, acknowledge, and deliver to WC Technologies, LLC, at its expense, such written documents and instruments and do such other acts as may be necessary in the opinion of WC Technologies, LLC to vest the entire rights, title, and interests in and to the Intellectual Property assigned to WC Technologies, LLC by the undersigned, including the copyright therein, and to confirm the complete ownership thereof by WC Technologies, LLC.

Wabash Center, Inc. recognizes that concurrent herewith WC Technologies, LLC will assign certain of its interest in the Intellectual Property to Rest Assured, LLC, a Kentucky limited liability company. Other than pursuant to the terms of the Rest Assured, LLC Operating Agreement or any other agreement granting Wabash Center, Inc. rights in the Intellectual Property, Wabash Center, Inc. will not reproduce, distribute, display publicly, or perform publicly, alone or in combination with any other work, the Intellectual Property without the written permission from Rest Assured, LLC to do so. Furthermore, other than pursuant to the terms of the Rest Assured, LLC Operating Agreement, the undersigned will not prepare derivative works based upon the Intellectual Property without the written permission from Rest Assured, LLC.

[SIGNATURE PAGE FOLLOWS]

WABASH CENTER, INC.

Date: 4/3/06

By: 
Jeffrey Darling, President

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