

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
Challenger One, LLC		06/21/2006	LTD LIAB JT ST CO: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Imaging Solutions, Inc.		
Street Address:	26722 Plaza Drive		
City:	Mission Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92691		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76290800	ALLYOUCANINK	
Registration Number:	2795474	ALLYOUCANINK	
Serial Number:	78610301	BOINTZ	
CORRESPONDENCE DATA			
Fax Number:	(818)559-5640		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(818) 296-3629		
Email:	alandver@challengerone.com		
Correspondent Name:	Alina Landver		
Address Line 1:	615 Allen Avenue		
Address Line 4:	Glendale, CALIFORNIA 91201		
ATTORNEY DOCKET NUMBER:	C1 ASS TO ISI		
NAME OF SUBMITTER:	Alina Landver		

OP \$90.00 76290800

Signature:	/Alina Landver/
Date:	06/28/2006
Total Attachments: 3 source=IP Assignment - Fully Executed-120696#page1.tif source=IP Assignment - Fully Executed-120696#page2.tif source=IP Assignment - Fully Executed-120696#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of June 21 2006, by Challenger One, LLC, a California limited liability company ("Assignor") to Imaging Solutions, Inc., a California corporation, or its designee ("Assignee").

RECITALS

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement (the "Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Intellectual Property Assets (as defined at Section 2.25 of the Purchase Agreement). (Capitalized terms not otherwise defined in this Agreement shall have the meaning given to such term in the Purchase Agreement.); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such Intellectual Property Assets. A list of the Intellectual Property Assets assigned hereunder is set forth in the attached Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment as of the Effective Time, all of Assignor's worldwide right, title and interest in, to and under the Intellectual Property Assets, and all rights to sue for infringement of any Intellectual Property Asset, the same to be held and enjoyed by said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to matters covered hereby, this Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflicts of law thereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of the date first written above.

Assignor:

CHALLENGER ONE, LLC,
a California limited liability company

By: [Signature]
Name: Lawrence P. Howorth
Title: CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

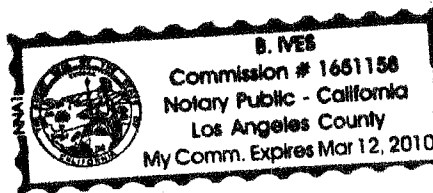
State of California)
County of Los Angeles)

On June 21, 2006 before me, B. Ives
personally appeared Lawrence P. Howorth

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]
(Seal)



SCHEDULE A

INTELLECTUAL PROPERTY ASSETS

Trade mark/ Service mark	Serial No. OR Registration No.	Owner	Date Filed	Date Registered
BOINTZ	78/610301	Challenger One, LLC.	4/15/2005	
ALL YOU CAN INK	76/290800	Challenger One, LLC.	7/25/2001	
ALL YOU CAN INK	2795474	Challenger One, LLC.	7/25/2001	12/16/2003