

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Truescents, LLC		07/18/2006	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trulabs, LLC		
<b>Street Address:</b>	434 Yale Ave N		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98109		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78896036	FLUGUARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(512)474-7996		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	512-474-8488		
<b>Email:</b>	uspto@boothlaw.com		
<b>Correspondent Name:</b>	Matthew J Booth		
<b>Address Line 1:</b>	PO Box 50010		
<b>Address Line 4:</b>	Austin, TEXAS 78763-0010		
<b>ATTORNEY DOCKET NUMBER:</b>	84770-0100		
<b>NAME OF SUBMITTER:</b>	Matthew J Booth		
<b>Signature:</b>	/Matthew J Booth/		
<b>Date:</b>	07/23/2006		

OP \$40.00 78896036

Total Attachments: 4

source=2006-07-18 Assignment#page1.tif

source=2006-07-18 Assignment#page2.tif

source=2006-07-18 Assignment#page3.tif

source=2006-07-18 Assignment#page4.tif

## **Trademark Assignment**

This Agreement is between Truescents, LLC ("Assignor"), a Washington Limited Liability Company, whose principle address is 3131 Western Ave #410, Seattle, Washington 98121, and Trulabs, LLC ("Assignee"), a Washington Limited Liability Company, whose principle address is 434 Yale Ave N., Seattle, Washington 98109.

### **Recitals**

Assignor owns the trademarks that are listed in Exhibit A ("Trademarks").

Assignee wishes to acquire the entire rights, titles, and interests to the Trademarks.

### **Agreement**

#### **1. Assignment.**

Assignor irrevocably assigns to Assignee all rights, titles, and interests (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative works, all goodwill and all other rights), to the Trademarks.

#### **2. Consideration.**

Assignee shall pay Assignor the sum of \$10.00 in consideration for this assignment.

#### **3. Representations and Warranties.**

Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement.
- (b) Assignor is the exclusive owner of all rights, titles and interests, including all intellectual property rights, in the Trademarks.
- (c) The Trademarks are free of any liens, security interests, encumbrances or licenses.
- (d) The Trademarks do not infringe the rights of any person or entity.
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks.
- (f) This Agreement is valid, binding and enforceable in accordance with its terms.
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

## **Trademark Assignment**

### **4. Agreement to Perform Necessary Acts.**

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

### **5. Jurisdiction And Disputes**

5.1. This Agreement shall be governed by the laws of the state of Washington.

5.2. All disputes under this Agreement shall be resolved in the applicable state or federal courts of Seattle, King County, Washington. The parties consent to the jurisdiction of those courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

### **6. Agreement Binding On Successors**

This Agreement shall be binding on and shall inure to the benefit of the parties, and their heirs, administrators, successors, and assigns.

### **7. Waiver**

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

### **8. Severability**

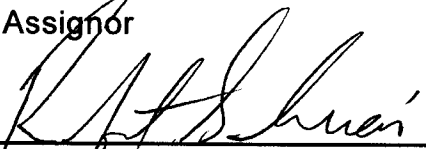
If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

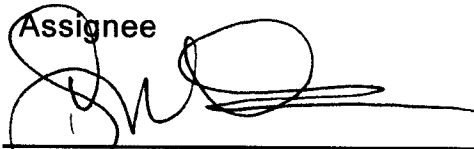
## Trademark Assignment

### 9. Integration

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

#### AGREED:

Assignor  
By:   
Name: Robert Schwai  
Title: COO/Principal  
Date: 7/18/06

Assignee  
By:   
Name: Spencer Krenke  
Title: CEO/Principal  
Date: 7/18/06

**Trademark Assignment**

**EXHIBIT A**

US Trademark Applications  
78/896,036

Mark  
FLUGARD