

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
New Century Packaging, Inc.		06/30/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Power Industries, Inc.		
Street Address:	3102 Greenwood Lane		
City:	St. Charles		
State/Country:	ILLINOIS		
Postal Code:	60175		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2229606	VAPOR-EZE	
CORRESPONDENCE DATA			
Fax Number:	(630)527-8636		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	billwentz@businesslegalexperts.com		
Correspondent Name:	William H. Wentz		
Address Line 1:	184 Shuman Boulevard		
Address Line 2:	Suite 250		
Address Line 4:	Naperville, ILLINOIS 60563		
NAME OF SUBMITTER:	William H. Wentz		
Signature:	/William H. Wentz/		
Date:	09/01/2006		

Total Attachments: 2
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OP \$40.00 2229606

**Assignment of Agreements and
Assumption of Liabilities**

This Assignment of Agreements and Assumption of Liabilities is this 30th day of June, 2006, between New Century Packaging, Inc. ("Assignor") and Power Industries, Inc. ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement by and between Assignors and Assignee, among others, dated June 30, 2006 (the "Asset Purchase Agreement").

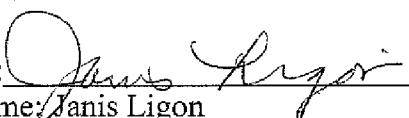
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

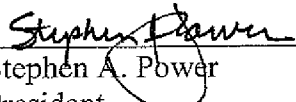
1. Pursuant to and in accordance with Section 2.1 of the Asset Purchase Agreement, Assignors agreed to assign to Assignee, among other things, the Assumed Contracts and Intangible Property.
2. Assignor hereby assigns the Assumed Contracts to Assignee, as described in Section 2.1.4 of the Asset Purchase Agreement and Schedule 2.1.4 attached thereto, and Assignee hereby accepts and agrees to perform all obligations provided for in the Assumed Contracts to be performed after the Closing Date.
3. Assignor hereby assigns the Intangible Property to Assignee, as described in Section 2.1.2 of the Asset Purchase Agreement and Schedule 2.1.2 attached thereto, and Assignee hereby accepts and agrees to perform all obligations related thereto.
4. Pursuant to and in accordance with Section 2.2 of the Asset Purchase Agreement, Assignee hereby assumes and agrees to perform and discharge all of the Assumed Liabilities in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 30th day of June, 2006.

New Century Packaging, Inc.

Power Industries, Inc.

By: 
Name: Janis Ligon
Its: President

By: 
Name: Stephen A. Power
Its: President

Schedule 2.1.2 Intangible Property

Description	Refernce No.	Qty
Vapor_eze domain name	www.vaporeze.com	1
Vapor-Eze Trademark	Serial No. 75309563	1
Patent Licensing Rights - Vaporizer	US 59702312	1
Patent Licensing Rights - On-The-Go Vaporizer	US 6374044B1	1
Vapor-Eze Copyrights		
Vapor-Eze Phone Numbers		
Vapor-Eze Manufacturing & Assembly Drawings		
Trade Show Materials & Shipping Boxes		
Sales and Marketing Materials - CD's		
Sales and Marketing Materials - Video's		
Sales and Marketing Materials - Paper		
Process and Method Sheets		
Quickbooks Historical Database		
Product Displays		