



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **5-7-03**
WindWire, Inc.
11000 Weston Parkway, Suite 300
Cary, NC 27513
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other incorporated in Delaware
Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 4/30/2003

2. Name and address of receiving party(ies)
Name: Avesair, Inc.
Internal Address: Suite 300
Street Address: 11000 Weston Parkway
City: Cary State: NC Zip: 27513
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other _____
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)
Additional name(s) & address(es) attached? Yes No

OFFICE OF SUPPLY SERVICES
2003 MAY -7 AM 10:02
FINANCE SECTION

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/105500
B. Trademark Registration No.(s) _____
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: L. Aylett Colston
Internal Address: Hutchison & Mason PLLC
Street Address: 3110 Edwards Mill Road
Suite 100
City: Raleigh State: NC Zip: 27612

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
L. Aylett Colston
Name of Person Signing
L. Aylett Colston
Signature
May 7, 2003
Date
Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated April 30, 2003 (this "Assignment"), is entered into by and between Avesair, Inc., a Delaware corporation (the "Assignee"), and WindWire, Inc., a Delaware corporation and wholly owned subsidiary of Assignee (the "Assignor"), with reference to the following facts and circumstances:

WHEREAS, the sole director and the sole stockholder of Assignor have consented to the dissolution and liquidation of Assignor, as evidenced by that certain Written Consent of the Sole Director and that certain Written Conset of the Sole Stockholder, each of even date herewith which, along with the promises contained herein, constitute mutual consideration for the promises herein; and

WHEREAS, Assignor is the sole and exclusive owner of certain intellectual property rights including, but not limited to, patents, patent applications, trademarks, copyrights, trade secrets, and other proprietary rights (the "Intellectual Property Rights"); and

WHEREAS, Assignee desires to acquire, and Assignor desires to assign, all of Assignor's right, title and interest in, to and under the such Intellectual Property Rights.

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee all such Intellectual Property Rights, together with any reissue or reissues of any patents to the end of the term or terms for which such patents are granted or may be reissued as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of such Intellectual Property Rights, with the right to sue for, and collect the same for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives.

Assignor further warrants that it has not executed, and will not execute, any agreements in conflict with or inconsistent with this assignment.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer(s) thereunto duly authorized.

WindWire, Inc. [Seal]

By: Paul Winter
Name: PAUL T. WINTER
Title: CFO / SECRETARY