

**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>
RoseStreet Labs, LLC		04/20/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kemeta, LLC		
<b>Street Address:</b>	3701 E. University Drive		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85034		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78957360	BREATHSENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)445-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-445-8382		
<b>Email:</b>	phxipmail@gtlaw.com		
<b>Correspondent Name:</b>	Susan Daly Stearns		
<b>Address Line 1:</b>	2375 E. Camelback Road		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85016		
<b>ATTORNEY DOCKET NUMBER:</b>	KEMETA		
<b>NAME OF SUBMITTER:</b>	Susan Daly Stearns		
<b>Signature:</b>	/Susan Daly Stearns/		

CH \$40.00 78957360

Date:

07/26/2007

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 20<sup>th</sup> day of April, 2007 (the "Effective Date"), by and between ROSESTREET LABS, LLC, Delaware limited liability company (the "Assignor") and KEMETA, LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

- A. Assignor is the owner of a certain federal trademark application and certain common law trademarks (the "Trademarks").
- B. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee, and Assignee desires to accept such assignment.

### AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

- 1. Definition of Assigned Trademarks.** The term "Assigned Trademarks" shall mean those trademark registrations and unregistered marks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; and (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.
- 2. Assignment of the Assigned Trademarks.** Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right and title to and interest in the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.
- 3. Representations and Warranties.** Assignor expressly represents and warrants that (a) to the best of its knowledge without having made inquiry, no third party other than Assignee has any right, title or interest in the Assigned Trademarks; (b) Assignor has taken no actions which adversely affect Assignee's rights under this Agreement; (c) Assignor has not executed any assignments, sales, agreements, liens, mortgages, or encumbrances that adversely affect the Assigned Trademarks; and (d) Assignor has the right to execute and enter into this Assignment, to perform its obligations hereunder, and to assign the Assigned Trademarks and all other rights transferred hereunder. Assignee represents and warrants that it has the power to enter into this Assignment and perform the obligations assumed hereunder.

4. Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor and Assignee as of the date first written above.

ASSIGNOR:

ROSE STREET LABS, LLC

By: 

Name: Robert Forcier

Title: Manager

ASSIGNEE:

KEMETA, LLC

By: 

Name: Joan K. Vrtis

Title: President

APPENDIX A

Assigned Federal Trademark Application

Mark	Country	Serial No.	Filing Date
BREATHSENS	U.S.	78957360	08/22/2006

Assigned Common Law Trademarks

LIFESTYLE

KEMETA