

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
The Programmable Matter Corporation		02/27/2008	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	RavenBrick, LLC		
Street Address:	2229 Larimer Street		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80205		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78652018	WELLSTONE	
CORRESPONDENCE DATA			
Fax Number:	(720)377-0779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-377-0770		
Email:	jvos@hkh-law.com		
Correspondent Name:	Hensley Kim & Holzer, LLC		
Address Line 1:	1660 Lincoln Street		
Address Line 2:	Suite 3000		
Address Line 4:	Denver, COLORADO 80264		
ATTORNEY DOCKET NUMBER:	607-007-UST		
NAME OF SUBMITTER:	Brad J. Hattenbach		
Signature:	/Brad J. Hattenbach/		

OP \$40.00 78652018

Date:

09/02/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT**PARTIES TO THE ASSIGNMENT:****Assignor:**

The Programmable Matter Corporation
2229 Larimer Street
Denver, Colorado 80205
United States

State of Incorporation: Colorado

Assignee:

RavenBrick, LLC
2229 Larimer Street
Denver, Colorado 80205
United States

State of Incorporation: Colorado

TRADEMARKS SUBJECT TO THE ASSIGNMENT:

See attached SCHEDULE A

WHEREAS, the Assignor a corporation incorporated in the state identified above and having a principal place of business at the location identified above, is the owner of the Trademarks and the U.S. trademark applications and registrations identified above that is related thereto (collectively, the "Trademark Rights");

WHEREAS, Assignor wishes to assign the Trademark Rights and the goodwill of the business associated therewith, or that portion of the good will of the business to which the Trademark Rights pertain, as required by § 10 of the Lanham Act; and

WHEREAS, Assignee, a corporation incorporated in the state identified above and having a principal place of business at the location identified above, desires to acquire all of Assignor's right, title, and interest in and to the Trademark Rights, together with that portion of goodwill of the business to which the Trademark Rights pertain;

NOW THEREFORE, for good and valuable consideration, including such consideration set forth in that certain Asset Transfer Agreement between the Assignor and Assignee dated 8 November 2007, the receipt of which is hereby acknowledged, Assignor has sold, transferred, assigned, and conveyed, and hereby sells, transfers, assigns, and conveys unto Assignee, its successors and assigns, all of Assignor's entire right, title, and interest in and to the Trademark Rights, in the United States of America, together with that portion of the goodwill associated with the business to which the Trademark Rights pertain, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to recover for claims of damages and profits for past infringements thereof; and

Assignor further represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Trademark Rights, and that Assignor has not conveyed nor will convey hereafter the Trademark Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute and deliver such additional papers, instruments, and writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this

grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Trademark Rights, including giving testimony in any proceedings or transactions involving the Trademark Rights and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN TESTIMONY WHEREOF, said ASSIGNOR hereunto sets its hand on the date indicated below:

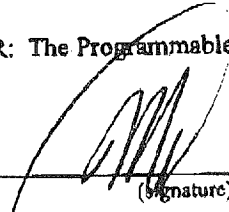
STATE OF COLORADO)
CITY OF) ss.
COUNTY OF)

ANN CORONADO
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires July 25, 2011

ASSIGNOR: The Programmable Matter Corporation

Dated: 27 Feb 2008




(signature)

Place: Wells Fargo

By: Wil McCarthy
(printed name of authorized agent of assignor)

Its: President
(title)

Before me, a Notary Public in and for said County and State, personally appeared Wil McCarthy, who executed the foregoing instrument for the purposes and considerations therein expressed.
Given under my hand and seal of office this 27 day of February, 2008.



Notary Public

My Commission Expires: 07/25/2011

SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Trademark Rights and the associated goodwill of Assignor's business;

AND, IN TESTIMONY WHEREOF, said ASSIGNEE hereunto sets its hand on the date indicated below.

STATE OF COLORADO)
 CITY OF) ss.
 COUNTY OF)

ANN CORONADO
 NOTARY PUBLIC
 STATE OF COLORADO

My Commission Expires July 25, 2011

ASSIGNEE: RavenBrick, LLC

Dated: 2/27/08 _____ (signature)

Place: Wells Fargo By: Alex Burney
 (printed name of authorized agent of assignor)

Its: Chief Executive Officer
 (title)

Before me, a Notary Public in and for said County and State, personally appeared Alex Burney, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 27 day of February, 2008.

Ann Coronado
 Notary Public

My Commission Expires: 07/25/2011

SCHEDULE A

Trademark PROGRAMMABLE MATTER
 Application Number 78/651,998
 Filing Date 16 June 2005
 Register Principal
 International Class 009
 Goods/Services Description: Nanoscale electronic materials and devices; semiconductor devices, namely semiconductor bulk materials, films, fibers, and wires doped with quantum dots; smart materials

Trademark PROGRAMMABLE MATTER
 Application Number 78/824,471
 Filing Date 27 February 2006
 Register Principal
 International Class 042
 Goods/Services Description: Scientific research and development and technical consultation in the field of nanotechnology engineering

Trademark WELLSTONE
 Application Number 78/652,018
 Filing Date 16 June 2005
 Register Principal
 International Class 009
 Goods/Services Description: Nanoscale electronic materials and devices; semiconductor devices, namely semiconductor bulk materials, films, fibers, and wires doped with quantum dots; smart materials

Trademark WAFFLESTONE
 Application Number 78/652,285
 Filing Date 16 June 2005
 Register Principal
 International Class 009
 Goods/Services Description: Nanoscale electronic materials and devices; semiconductor devices, namely semiconductor bulk materials, films, fibers, and wires doped with quantum dots; smart materials

Trademark GRIDWELL
 Application Number 78/652,298
 Filing Date 16 June 2005
 Register Principal
 International Class 009
 Goods/Services Description: Nanoscale electronic materials and devices; semiconductor devices, namely semiconductor bulk materials, films, fibers, and wires doped with quantum dots; smart materials