

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 |
| Solbern, LLC | | 05/10/2010 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | Solbern, Inc. | | |
| Street Address: | 4521 Highwoods Parkway | | |
| City: | Glen Allen | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 23060-6148 | | |
| Entity Type: | CORPORATION: VIRGINIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 0910385 | TUMBLE FILLER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (804)698-2065 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 804.775.1194 | | |
| Email: | zcohen@mcguirewoods.com | | |
| Correspondent Name: | Zachary D. Cohen | | |
| Address Line 1: | 901 East Cary Street | | |
| Address Line 4: | Richmond, VIRGINIA 23219-4030 | | |
| ATTORNEY DOCKET NUMBER: | 2047121-0008 | | |
| NAME OF SUBMITTER: | Zachary D. Cohen | | |
| Signature: | /Zachary D. Cohen/ | | |
| Date: | 05/12/2010 | | |

OP \$40.00 0910385

Total Attachments: 5

source=Solbem Trademark Assignment#page1.tif

source=Solbem Trademark Assignment#page2.tif

source=Solbem Trademark Assignment#page3.tif

source=Solbem Trademark Assignment#page4.tif

source=Solbem Trademark Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of May 10, 2010, is made by Solbern, LLC, a New Jersey limited liability company (the "Assignor"), to Solbern Inc., a Virginia corporation (the "Assignee"), and is delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement between the Assignor and the Assignee dated as of May 10, 2010 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

Pursuant to the terms of the Agreement, effective as of the Effective Time, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (a) the Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to each Contract relating to the Purchased Intellectual Property as well as the Purchased Intellectual Property itself, including without limitation (i) the trademark rights listed on Schedule 1, (ii) the patent rights listed on Schedule 2, and (iii) the other proprietary rights listed on Schedule 3, each attached hereto, together with the goodwill that Assignor has developed in any of the foregoing, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, Affiliates, successors, assigns, licensees, and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made; and (b) the Assignee hereby acknowledges and accepts the sale, conveyance, transfer, assignment and delivery of each Contract relating to the Purchased Intellectual Property as well as the Purchased Intellectual Property itself, including without limitation the rights identified on Schedules 1, 2 and 3, and all of the goodwill associated with any of the foregoing. Notwithstanding the foregoing, nothing in this Assignment and Assumption Agreement is intended to, or shall be construed, to result in the sale, conveyance, transfer or assignment of any Excluded Assets or Excluded Liabilities, or software licenses or confidentiality agreements, which by their terms may not be assigned or transferred without the consent of any third party unless and until such consent is obtained. The parties agree the Assignee has the right to file this Assignment with the U.S. Patent and Trademark Office ("PTO").

The rights assigned hereunder specifically include the right to sue for any and all past infringements of the Purchased Intellectual Property and to receive any and all damages awarded as a result of such claim.

Assignor represents and warrants that it has the authority to make and enter into this Assignment. Assignor shall not, at any time, contest the validity or enforceability of the Purchased Intellectual Property or take any action inconsistent with the Agreement that would impair the value of the Purchased Intellectual Property.

The Assignor and the Assignee agree to execute, deliver and file such other documents and take such other actions as may be necessary or desirable to effect the purpose of this Assignment.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without giving effect to choice of law principles thereof.

This Assignment is executed and delivered pursuant to Sections 3.2(c) and 3.3(e), and is subject to the terms, of the Agreement, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in the Agreement

This Assignment may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

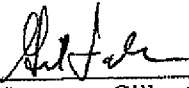
This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment and Assumption Agreement as of the date hereof.

THE ASSIGNOR:

SOLBERN, LLC

By: 

Name: Gilbert M. Foulon, Jr.
Title: Managing Member

THE ASSIGNEE:

SOLBERN INC.

By: _____

Name: Kenneth R. Newsome
Title: Chairman of the Board

Signature Page to Intellectual Property Assignment and Assumption Agreement

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment and Assumption Agreement as of the date hereof.

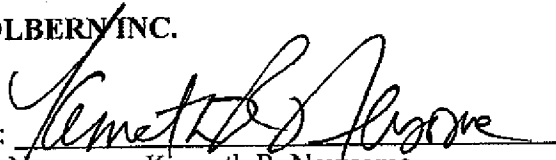
THE ASSIGNOR:

SOLBERN, LLC

By: _____
Name: _____
Title: _____

THE ASSIGNEE:

SOLBERN INC.

By: 
Name: Kenneth R. Newsome
Title: Chairman of the Board

Signature Page to Intellectual Property Assignment and Assumption Agreement

Schedule 1

Trademarks

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Status</u> |
|---------------|-----------------|------------------|---------------------------------|
| TUMBLE FILLER | 0910385 | 3/23/1971 | Next renewal due March 23, 2011 |

Unregistered Trademark

SOLBERN