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
Robert T. Gunn		09/15/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Friction Free Technologies, Inc.	
Street Address:	30 East 39th Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10016	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2873288	FRICTION FREE

CORRESPONDENCE DATA

Fax Number: (212)997-1060

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-997-1000

Email: kflorek@feiplaw.com

Correspondent Name: Kenneth F. Florek

Address Line 1: 1156 Avenue of the Americas

Address Line 2: Florek & Endres PLLC

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1341-TM-045
NAME OF SUBMITTER:	Kenneth F. Florek
Signature:	/kenneth f. florek/
Date:	02/21/2011

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of September 15, 2005 (the "Effective Date"), is entered into by and between Robert T. Gunn, an individual residing at 360 E. 65th Street, Apt. 11E, New York, NY 10021 ("Assignor"), and Friction Free Technologies, Inc., a Delaware corporation with its place of business at 30 E. 39th Street, New York, NY 10016 ("Assignee" and, together with Assignor, the "Parties" and each, individually, a "Party").

WITNESSETH:

WHEREAS, Assignor owns and/or has adopted for use in his business, the service marks, trademarks and trade names set forth on the attached Exhibit A, together with all registrations and applications therefor (collectively, the "Marks"); and

WHEREAS, Assignee believes it has previously acquired all worldwide right, title and interest in, to and under the Marks; and

WHEREAS, the Parties wish to confirm and reassure that Assignee did, in fact, acquire all worldwide right, title and interest in, to and under the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

- 1. <u>Assignment of Rights</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all worldwide right, title and interest in and to the Marks, together with all rights of action accrued, accruing and to accrue under and by virtue hereof, including all right to sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith. The assignment of the Marks granted herein includes an assignment of all goodwill associated therewith.
- 2. <u>Parties in Interest</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 3. <u>Entire Agreement</u>. This Assignment contains the entire agreement of the Parties hereto with respect to the subject matter hereof and thereof and supersede all prior understandings and agreements of the Parties with respect thereto.
- 4. <u>Amendments</u>. This Assignment may not be amended except by the written agreement of the Parties.
- 5. <u>Governing Law</u>. Except for trademark matters governed by the Federal laws of the United States of America, the laws of the State of Delaware shall govern the validity, interpretation, construction, performance and enforcement of this Assignment, excluding the choice of laws provisions of the State of Delaware.

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6. <u>Notice</u>. Every notice permitted or required hereunder shall be in writing and shall be deemed to have been given when receipt is verified to the Party to be notified at the addresses set forth below, unless written notice of a change of such address is given, and a copy of such notice shall be sent to Whitford Corporation at the address set forth below, unless written notice of a change of such address is given:

If to Assignor, notice shall be sent to:

Robert T. Gunn, 360 E. 65th Street, Apt. 11E New York, NY 10021

If to Assignee, notice shall be sent to:

Friction Free Technologies, Inc. 30 East 39th Street New York, New York 10016

A copy of notice shall be also sent to:

Whitford Corporation P.O. Box 2347 West Chester, PA 19381 Attention: Mr. Brian Kilty

- 7. <u>Waivers</u>. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Assignment shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- 8. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment shall become effective when each party to this Assignment shall have received a counterpart hereof signed by the other party to this Assignment.
- 9. <u>Severability: Enforcement</u>. If the application of any one or more of the provisions of this Assignment shall be unlawful under applicable law and regulation, then the Parties will attempt in good faith to make such alternative arrangements as may be legally permissible and which carry out as nearly as practicable the terms of this Assignment. Should any portion of this Assignment be deemed to be unenforceable by a court of competent jurisdiction, the remaining portion hereof shall remain unaffected and be interpreted as if such unenforceable portions were initially deleted.

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IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the Effective Date.

ASSIGNOR:

Robert T. Gunn In Mitaulal, Eg. Attorney-10- Feet

ASSIGNEE:

FRICTION FREE TECHNOLOGIES, INC.

Attorizal office

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EXHIBIT A

Trademarks, Service Marks and Trade Names

- 1. Blister Guard®
- 2. Friction Free®
- 3. First Responder
- 4. invisible Armour
- 5. Bare Foot Shoe
- 6. Fatigue Reducer
- 7. Smart Polyester
- 8. Smart Poli
- 9. Smart Cotton
- 10. Smart Nylon

TRADEMARK REEL: 004483 FRAME: 0154

RECORDED: 02/21/2011