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 |
|----------------------------|----------|----------------|----------------------------------|
| Z Tags North America, L.P. | | 105/16/2011 I | LIMITED PARTNERSHIP: NEW ZEALAND |

RECEIVING PARTY DATA

| Name: | Tagam Limited Corporation | | |
|-------------------|--------------------------------|--|--|
| Street Address: | 51-53 Shortland Street Level 6 | | |
| Internal Address: | WHK Gosling Chapman Tower | | |
| City: | Auckland | | |
| State/Country: | NEW ZEALAND | | |
| Entity Type: | CORPORATION: NEW ZEALAND | | |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|----------|-----------|
| Serial Number: | 85098905 | Z TAGS |
| Registration Number: | 3920616 | Z TAGS |

CORRESPONDENCE DATA

Fax Number: (310)563-1460

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

Phone: 310-563-1456

Email: jhenricks@hsh-iplaw.com

Correspondent Name: James A. Henricks
Address Line 1: 840 Apollo Street

Address Line 2: Suite 200

Address Line 4: El Segundo, CALIFORNIA 90245

ATTORNEY DOCKET NUMBER: 010200-181

DOMESTIC REPRESENTATIVE

900192020

Name: James A. Henricks

TRADEMARK REEL: 004542 FRAME: 0731 OF \$65.00 8509890

Address Line 1: 840 Apollo Street
Address Line 2: Suite 200
Address Line 4: El Segundo, CALIFORNIA 90245

NAME OF SUBMITTER: James A. Henricks

Signature: /James A Henricks/

Date: 05/17/2011

Total Attachments: 2 source=DOC319#page1.tif source=DOC319#page2.tif

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated effective as of May μ , 2011 (the "Effective Date"), by and between Z Tags North America, L.P., a New Zealand Limited Partnership, having its principal offices at 3800 N. Central Avenue, Suite 850, Phoenix, Arizona 85012 (the "Assignor"), and Tagam Limited Corporation, a New Zealand corporation having its principal place of business at 51-53 Shortland Street Level 6, WHK Gosling Chapman Tower, Auckland, New Zealand ("Assignee").

Whereas, Assignor filed U.S. Trademark Application Serial No. 77/800,657 for a stylized logo, which has matured into U.S. Trademark Registration No. 3,920,616 (the "Logo Registration"), and the use-based U.S. Trademark Application Serial No. 85/098,905 for the word mark Z TAGS (the "Word Mark Application"); and

Whereas, Assignor has adopted and used both the stylized logo of the Logo Registration and the word mark Z TAGS in connection with the goods and services set forth in the Logo Registration and the Word Mark Application, respectively, (the stylized logo, the word mark Z TAGS, the Logo Registration and the Word Mark Application, collectively, the "Marks") and where Assignor now wishes to transfer all rights to the Marks to Assignee.

- 1. <u>Assignment of Trademark Rights</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers and assigns unto Assignee, effective as of the Effective Date, all right, title and interest in and to the Marks owned by Assignor, including without limitation, any and all goodwill and all common law rights, including any and all legal and equitable causes of action for any past, present or future infringement, such Marks to be held and enjoyed by Assignee and its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- 2. <u>Further Actions</u>. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, and testifying on Assignee's behalf about this Assignment.
- 3. <u>Severability</u>. If any provision of this Assignment or the application thereof is held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever.
- 4. <u>Binding Effect</u>. This Assignment shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one

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and the same instrument. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.

IN WITNESS WHEROF, this Trademark Assignment Agreement is executed and delivered by Assignor as of the Effective Date.

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Ву: __

Title: //LEPRENDENT

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