

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
Westlake Products, Inc.		05/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Superpoints LLC		
Street Address:	5112 Kite Trail		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78730		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3936303	SUPERPOINTS	
CORRESPONDENCE DATA			
Fax Number:	(512)343-6446		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5123436116		
Email:	ramdeen@yudellisidore.com		
Correspondent Name:	YUDELL ISIDORE NG RUSSELL PLLC		
Address Line 1:	8911 N. Capital of Texas Hwy.		
Address Line 2:	Suite 2110		
Address Line 4:	Austin, TEXAS 78759		
ATTORNEY DOCKET NUMBER:	SUPERPOINTS.GENERAL		
NAME OF SUBMITTER:	Craig J. Yudell		
Signature:	/Craig J. Yudell/		
Date:	06/17/2011		
Total Attachments: 2 source=Superpoints_Assignment06-17-11#page1.tif source=Superpoints_Assignment06-17-11#page2.tif			

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of April 29, 2010 ("Effective Date") by and between Westlake Products, Inc., a Delaware corporation having a place of business at 7301 Ranch Road 620 N., Ste. 155-182, Austin, Texas 78726 ("ASSIGNOR") and Superpoints LLC, having a place of business at 5112 Kite Trail, Austin, Texas 78730 ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using and is the owner of the Trademark (as defined below);

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title and interest in and to the Trademark throughout the world; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title and interest as ASSIGNOR may possess in and to the Trademark throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR makes the following assignment:

DEFINITION. "Trademark" means the trademark SUPERPOINTS[®] and all trademark registrations and applications for the trademark SUPERPOINTS[®] (including United States Trademark Registration No. 3,936,303) and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

1. ASSIGNMENT

- a. ASSIGNOR hereby assigns and sells to ASSIGNEE all of ASSIGNOR's rights, title and interest in and to the Trademark throughout the world, together with the goodwill symbolized by said Trademark; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement of the aforesaid rights, to have and to hold the same unto ASSIGNEE, its successors and assigns, for and during the existence of the rights and all renewals thereof.
- b. At any time, and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request, take any and all steps to execute, acknowledge and deliver to ASSIGNEE any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in ASSIGNEE and to facilitate ASSIGNEE's enjoyment and enforcement of said rights and causes of action.
- c. ASSIGNOR hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark that may have accrued in ASSIGNOR's favor from the respective date of first use of the Trademark to the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

2. REPRESENTATIONS AND WARRANTIES. ASSIGNOR hereby represents and warrants to ASSIGNEE the following:

- a. ASSIGNOR is the sole and exclusive owner of all trademark rights and all other rights in the Trademark assigned herein;
- b. ASSIGNOR has full power and authority to make and enter into this Assignment;
- c. The Trademark has not heretofore been pledged, hypothecated or otherwise encumbered and is, in all respects, free and clear of all encumbrances including, without limitation, security interests, licenses, liens, charges or other restrictions;

3. MISCELLANEOUS. The waiver by either party of any breach of this Assignment or any right hereunder shall not constitute a waiver of any subsequent breach of this Assignment; nor shall any delay by either party to exercise any right under this Assignment operate as a waiver of any such right. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. Headings and captions are for convenience only and are not to be used in the interpretation of this Assignment. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States America without regard to conflicts of laws provisions thereof. Both parties agree that this Assignment is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications, if any, relating to the subject matter of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date first set forth above.

Westlake Products, Inc.

Superpoints LLC

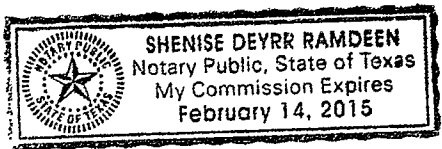
By: [Signature]
Ryan Koonce
 Printed Name
CEO
 Title

By: [Signature]
Ryan Koonce
 Printed Name
CEO
 Title

STATE OF TEXAS)
)
 COUNTY OF TRAVIS) ss
)

Ryan Koonce On May 12, 2011, before me, Shenise Ramdeen, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]
 Signature