

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	03/18/2004		
CONVEYING PARTY DATA			
	Name	Formerly	Entity Type
	Dianne T.M. Wallace		INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Expomaging, Inc.		
Street Address:	121 Aviation Way		
City:	Watsonville		
State/Country:	CALIFORNIA		
Postal Code:	95076		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
Registration Number:	2921993	EXPO/DISC	
CORRESPONDENCE DATA			
Fax Number:	(831)426-0159		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	831-454-0405		
Email:	margo@montereybaylegal.com		
Correspondent Name:	Margo T. Berkowitz, Esq.		
Address Line 1:	55 River St., Ste. 100		
Address Line 4:	Santa Cruz, CALIFORNIA 95060		
NAME OF SUBMITTER:	Margo T. Berkowitz		
Signature:	/Margo T. Berkowitz/		
Date:	07/29/2011		
Total Attachments: 2 source=ExpoDiscAssignmentExecuted#page1.tif source=ExpoDiscAssignmentExecuted#page2.tif			

OP \$40.00 2921993

ASSIGNMENT AGREEMENT

This Trademark Assignment ("Assignment"), retroactively effective as of March 18, 2004 is made by and between Dianne T.M. Wallace, an individual with an address at 13715 Wallace Place, Morgan Hill, California 95037 (hereinafter "Assignor"), and ExpoImaging, Inc., a California corporation with its principal place of business at 121 Aviation Way, Watsonville, CA 95076 (hereinafter "Assignee").

WHEREAS, Assignor warrants that she owns all rights and sole title in the "Expo/Disc" mark that is the subject of Registration No. 2921993, filed for registration in January 2003 (hereafter the "Mark"); and

WHEREAS, Assignee first incorporated as ExpoDisc, Inc., a California corporation, on March 19, 2004. ExpoDisc, Inc. changed its name to ExpoImaging, Inc. via an amendment to the corporation's Articles of Incorporation on May 16, 2005; and

WHEREAS, Assignor conveyed multiple patent and trademark rights to ExpoDisc, Inc., in or about March 2004, concurrently with the incorporation of ExpoDisc, Inc.; and

WHEREAS, both the Assignor and the Assignee in good faith believed that all rights to the Mark had been conveyed by the Assignor to the Assignee in March 2004 but, due to inadvertence or oversight, such Assignment of the Mark was not recorded at that time; and

WHEREAS, both parties hereby warrant that Assignee has been using the Mark in commerce since March 18, 2004, as ExpoDisc, Inc. and subsequently as ExpoImaging, Inc., based upon the belief that all statutory and common law rights to the Mark had been assigned to it at that time; and

WHEREAS, Assignor desires to assign all statutory and common law rights in the Mark to Assignee, and Assignee desires to accept such rights.

NOW THEREFORE in consideration of the payment of good and valuable consideration, which Assignor hereby acknowledges, Assignor does hereby assign, set over, and transfer to Assignee, *nunc pro tunc*, the registration for the above-referenced Mark and the corresponding goodwill and rights in the Mark therein. This assignment of rights includes all claims for damages by reason of past infringement(s) of the Mark, includes the right of Assignee to sue for and collect the same for Assignee's own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registration pertaining to the Mark may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.

FURTHERMORE, Assignee agrees to cooperate with Assignor to execute such additional documents as are necessary to defend, register, or otherwise give full effect to and perfect the rights of Assignee in the Mark and take such further actions as Assignee may reasonably request in order to register and record this Assignment at the appropriate registries to demonstrate Assignee's title in the Mark.

ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned represents that he/she has authority to execute this Agreement and to carry out all obligations imposed hereunder, has read, understands, and agreed to the terms of this Agreement, and has executed this instrument as of the date set forth above.

ASSIGNOR :

Dianne J M Wallace

Name: Dianne T.M. Wallace

Date: July 28, 2011

ASSIGNEE:

Erik Souder

Name: ExpoImaging, Inc.

By: ERIK SOWDER

Title: PRESIDENT

Date: 7/28/11