

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
Gryphics, Inc.		09/22/2011	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	R&D Sockets, Inc.		
Street Address:	3601 S. Clinton Ave.		
City:	South Plainfield		
State/Country:	NEW JERSEY		
Postal Code:	07080		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2208761	GRYPHICS	
CORRESPONDENCE DATA			
Fax Number:	(215)979-1020		
Phone:	215.979.1817		
Email:	ccampbell@duanemorris.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christiane Schuman Campbell		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	F6928-00002		
NAME OF SUBMITTER:	Christiane S. Campbell		
Signature:	/Christiane S. Campbell/		
Date:	09/30/2011		

CH \$40.00 2208761

Total Attachments: 5

source=Trademark Assignment (2)#page1.tif

source=Trademark Assignment (2)#page2.tif

source=Trademark Assignment (2)#page3.tif

source=Trademark Assignment (2)#page4.tif

source=Trademark Assignment (2)#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of September 21, 2011 by and between Gryphics, Inc., a Minnesota corporation (the "Seller"), and R&D Sockets, Inc., a Delaware corporation (the "Buyer").

WHEREAS, Seller owns the entire right, title and interest in and to all trademarks that constitute Seller Intellectual Property, along with United States applications for registration of such trademarks more particularly identified on Schedule A attached hereto and incorporated by reference herein (the "Trademarks");

WHEREAS, Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, all right, title and interest of Seller in and to the Trademarks pursuant to that certain Asset Purchase Agreement dated as of September 21, 2011 (the "Purchase Agreement"); and

WHEREAS, Seller and Buyer are executing and delivering this Assignment, which shall be effective as of the Closing, in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.
2. Assignment. Effective as of the Closing, Seller hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, their entire right, title and interest in and to the Trademarks and all rights and goodwill associated therewith.
3. Cooperation. Seller agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Buyer to effectuate more fully the transactions contemplated by this Assignment.
4. Registration. Seller hereby authorizes and requests that the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks to record Buyer as the owner of the Trademarks and to issue to Buyer, in lieu of Seller, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.
5. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This

Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern.

6. Governing Laws. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

7. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

8. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the parties hereto.

9. Attorney in Fact. Seller hereby constitutes and appoints Buyer the true and lawful attorney in fact of such Seller, with full power of substitution, in the name of Seller or Buyer, but on behalf of and for the benefit of Buyer: (a) to demand and receive from time to time any and all of the assets or rights conveyed herein and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Buyer may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the assets and rights conveyed herein; (c) to defend or compromise any or all actions or proceedings in respect of any of the assets and rights conveyed herein; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Buyer shall deem desirable. Seller hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer has caused its duly authorized representative to execute this Trademark Assignment as of the 22 day of September, 2011.

R&D SOCKETS, INC.

By: [Signature]
Name: ADRIAN TRONSIDE
Title: SECRETARY

STATE OF Maryland)
City)
COUNTY OF Baltimore) SS:

On this 22nd day of September, 2011, before me personally appeared Adrian Tronside, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Secretary of R&D Sockets, Inc., executed the same for the uses and purposes therein set forth.

SEAL

Notary Public:

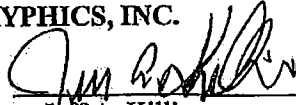
Maather N. King

My commission expires: 10/30/2012

Signature Page - Assignment of Intellectual Property Rights - Trademarks

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Trademark Assignment as of the 22nd day of September, 2011.

GRYPHICS, INC.

By: 
Name: Jeff A. Killian
Title: Chief Financial Officer

STATE OF OREGON

COUNTY OF WASHINGTON

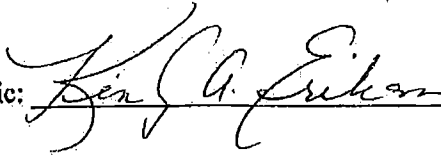
)
)
)

SS:

On this 22nd day of September, 2011, before me personally appeared Jeff A. Killian, known to me (or satisfactorily proven) to be the person whose name is subscribed to the attached Trademark Assignment, and acknowledged that he, as the duly authorized Chief Financial Officer of Gryphics, Inc., executed the same for the uses and purposes therein set forth.

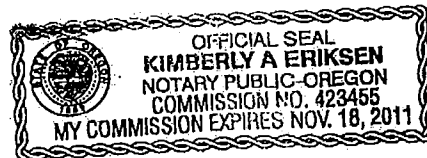
SEAL

Notary Public:



My commission expires:

November 18, 2011



Signature Page - Assignment of Intellectual Property Rights - Trademarks

SCHEDULE A

Trademarks

Country Name	Application Number	Registration Number	Registration Date	Status Description	Class Number	Mark
United States	75/364,003	2,208,761	08-Dec-98	Registered	9	GRYPHICS