

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
Tidel Engineering, L.P.		05/12/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Tidel Revolution LLC		
Street Address:	2025 W. Beltline Road, Suite 114		
City:	Carrollton		
State/Country:	TEXAS		
Postal Code:	75006		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3825872	REVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(720)377-0779		
Phone:	720-377-0770		
Email:	trademarks@hkh-law.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:	Karin Sullivan		
Address Line 1:	1660 Lincoln Street		
Address Line 2:	Suite 3000		
Address Line 4:	Denver, COLORADO 80264		
ATTORNEY DOCKET NUMBER:	473-017		
NAME OF SUBMITTER:	Karin E. Sullivan		
Signature:	/Karin E. Sullivan/		

OP \$40.00 3825872

Date:

10/03/2011

Total Attachments: 5

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ASSIGNMENT
OF
PATENT, PATENT APPLICATION AND TRADEMARK APPLICATION

WHEREAS, Tidel Revolution LLC, a Delaware limited liability company ("Assignee"), located at 2025 W. Beltline Road, Suite 114, Carrollton, Texas 75006, is concurrently acquiring all right, title and interest to a certain patent, patent application and trademark application pursuant to a Contribution Agreement between Assignee, Tidel Engineering L.P., a Texas limited partnership ("Assignor") and Sentinel Technologies Inc., a Delaware corporation, dated effective as of May 12, 2009 (the "Agreement");

WHEREAS, Assignor, located at 2025 W. Beltline Road, Suite 114, Carrollton, Texas, owns all right, title and interest in and to a United States Patent Application Serial No. 12/244,892, filed on October 3, 2008 by Tidel Engineering, L.P. (the "Patent Application");

WHEREAS, Assignor and Assignee desire to memorialize Assignor's assignment of its right, title and interest in the Patent Application, and the goodwill associated therewith, to Assignee pursuant to terms of the Agreement, and Assignee's sublicense of the Patent Application back to Assignor;

WHEREAS, Assignor owns all right, title and interest in and to a United States Patent No. 5,742,034, entitled Digital Deposit Validating Safe, issued April 21, 1998, (the "Patent");

WHEREAS, Assignor and Assignee desire to memorialize Assignor's assignment of its right, title and interest in the Patent, and the goodwill associated therewith, to Assignee pursuant to the terms of this Agreement, and Assignee's sublicense of the Patent back to Assignor;

WHEREAS, Assignor owns all right, title and interest in and to that Trademark Application, for the trademark "REVOLUTION", currently pending in the United States Patent and Trademark Office ("USPTO"), Serial No. 77599085 (the "Trademark Application"), together with any associated trade dress and motifs, and the goodwill associated therewith; and

WHEREAS, Assignor and Assignee desire to memorialize Assignor's assignment of its right, title and interest, at common law or otherwise, that Assignor now has or may hereafter obtain, in the "REVOLUTION" trademark, including but not limited to, all rights related to, or resulting from, the Trademark Application, to Assignee pursuant to the terms of this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Patent Application, and any and all goodwill associated therewith, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, except as otherwise expressly provided herein or as otherwise agreed to by Assignor and Assignee.

Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, the full and entire right, title and interest in and to the Patent, to

have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, except as otherwise set forth herein or as otherwise agreed to by Assignor and Assignee.

Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its rights, title and interest, at common law or otherwise, that it now has or may hereafter obtain, in the "REVOLUTION" trademark including, but not limited to, all rights related to, or resulting from, the Trademark Application, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, together with any associated trade dress and motifs, and any and all goodwill associated therewith.

Assignor hereby represents and warrants that (i) it is the sole owner of the Patent, the Patent Application and the Trademark Application with exclusive rights to the Patent, the Patent Application and the Trademark Application; (ii) the Patent Application was not filed or presented fraudulently or contrary to any provision of the United States Patent Act; (iii) the Patent, the Patent Application and the Trademark Application are not the subject of any opposition proceeding in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Patent, the Patent Application or the Trademark Application; (v) excepting only as released concurrently herewith, it is not aware of any third party who has asserted a claim of any ownership right, title and interest in the Patent, the Patent Application or the Trademark Application, or any other rights or interests therein which are adverse to those of Assignor; (vi) excepting only as released concurrently herewith, it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding with any other person or legal entity relating to the Patent, the Patent Application or the Trademark Application, which would be breached or otherwise violated by this Assignment; and (vii) that it has paid or caused to be paid all fees previously required to be paid by the USPTO with respect to the Patent, the Patent Application and the Trademark Application and has otherwise maintained the Patent Application in good standing with the USPTO.

Assignor further covenants that it will diligently seek registration of the trademark "REVOLUTION" pursuant to the aforementioned Trademark Application, and upon receipt of registration of that trademark from the USPTO, will promptly assign that trademark and all rights associated with it to Assignee.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with the USPTO so as to establish Assignee as owner of record of the Patent, the Patent Application and the Trademark Application.

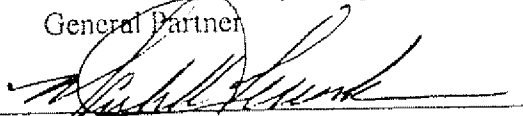
Assignor and Assignee further agree, at the request of the other party hereto, and without material charge or cost to the other party hereto, to: (i) execute and have executed any and all other documents of any kind whatsoever as may be required to carry out the terms and intent of this Assignment; (ii) provide whatever information may be required to carry out the terms and intent of this Assignment; and (iii) fully cooperate, as reasonably required, to enable Assignee to duly record this instrument of assignment with the USPTO.

IN WITNESS WHEREOF, this Patent Application and Trademark Application Assignment has been executed effective as of May 12, 2009.

ASSIGNOR:


TIDEL ENGINEERING, L.P.,
a Texas limited partnership

By: SENTINEL CASH SYSTEMS, L.L.C.,
a Delaware limited liability company
Its: General Partner

By: 
Mark K. Levenick
President and Chief Executive Officer

ASSIGNEE:

TIDEL REVOLUTION LLC,
a Delaware limited liability company

By: 
Mark K. Levenick
Chief Executive Officer

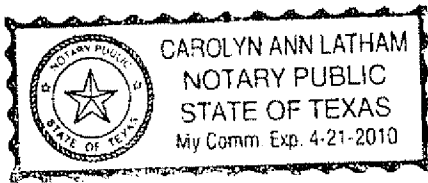
STATE OF TEXAS §

COUNTY OF Dallas §

Before me, a notary public, on this day personally appeared Mark K. Levenick, President and Chief Executive Officer of Sentinel Cash Systems, L.L.C., a Delaware limited liability company, being the General Partner of TIDEL ENGINEERING, L.P., a Texas limited partnership, known to me (or proved to me through presentation of his Texas drivers license) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacities therein stated and on behalf of such entities.

Given under my hand and seal of office this 12th day of May, 2009.

[IMPRESS SEAL]



Carolyn Ann Latham
Notary Public, State of Texas

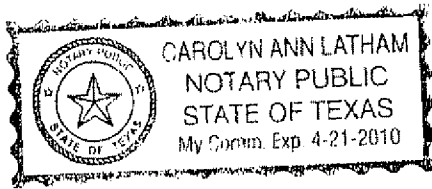
STATE OF TEXAS §


COUNTY OF Dallas §

Before me, a notary public, on this day personally appeared Mark K. Levenick, Chief Executive Officer of TIDEL REVOLUTION LLC, a Delaware limited liability company, known to me (or proved to me through presentation of his Texas drivers license) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and on behalf of such entity.

Given under my hand and seal of office this 12th day of May, 2009.

[IMPRESS SEAL]





Notary Public, State of Texas