

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Badger Electronic Locker Systems, LLC		10/28/2011	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Safemark Lockers, LLC		
<b>Street Address:</b>	2101 Park Center Drive		
<b>Internal Address:</b>	Suite 125		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32835		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77814568	GOPOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)981-4750		
<b>Phone:</b>	215.981.4194		
<b>Email:</b>	kennedyp@pepperlaw.com, catalanot@pepperlaw.com, jensenc@pepperlaw.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Paul J. Kennedy c/o Pepper Hamilton LLP		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 2:</b>	18th and Arch Streets		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	125257.1		
<b>NAME OF SUBMITTER:</b>	Paul J. Kennedy		

OP \$40.00 77814568

Signature:	/Paul J. Kennedy/
Date:	12/28/2011
<b>Total Attachments: 10</b> source=Asst from Badger to Safemark#page1.tif source=Asst from Badger to Safemark#page2.tif source=Asst from Badger to Safemark#page3.tif source=Asst from Badger to Safemark#page4.tif source=Asst from Badger to Safemark#page5.tif source=Asst from Badger to Safemark#page6.tif source=Asst from Badger to Safemark#page7.tif source=Asst from Badger to Safemark#page8.tif source=Asst from Badger to Safemark#page9.tif source=Asst from Badger to Safemark#page10.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated October 28, 2011, is entered into by and between BEST LOCKERS, LLC, a Maryland limited liability company ("Best"), BADGER ELECTRONIC LOCKER SYSTEMS, LLC, a Maryland limited liability company ("Badger") and together with Best, each an "Assignor" and collectively, the "Assignors") and SAFEMARK LOCKERS, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to the Asset Contribution Agreement, dated October 28, 2011, by and among Safemark Holding Corp., a Delaware corporation, Assignee, Best, Badger and certain of the members of Best and Badger (the "Asset Contribution Agreement"), the Assignors agreed to contribute, assign, transfer, convey and deliver to Assignee the entire right, title and interest in and to substantially all intellectual property rights owned by Assignors;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Asset Contribution Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means rights owned by an Assignor arising from or in respect to copyrights and copyrightable works and registrations, applications and renewals for registration thereof, mask works and registrations and applications for registration or renewals thereof, computer Software, data, databases and documentation including copies and tangible embodiments (in whatever form or medium) thereof whether protected, created or arising under the laws of the United States or any other jurisdiction, including without limitation the registrations, applications, Software and other copyrights set forth on Exhibit A.

"Patents" means rights owned by an Assignor arising from or in respect to patents and patent applications, including continuation, divisional, continuation-in-part, reissue or reexamination patent applications and patents issuing therefrom, patent disclosures and inventions, draft patent applications and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including, without limitation, the patents and patent applications set forth on Exhibit B.

"Trademarks" means rights owned by an Assignor arising from or in respect to trademarks, service marks, trade names, logos, internet domain names and corporate names (whether registered or unregistered, including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

"Trade Secrets" means rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings,

specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether defined, protected, created or arising under the laws of the United States or any other jurisdiction, which are subject to reasonable efforts under the circumstances to maintain their secrecy and which derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, in each case owned by the Assignors.

### **COPYRIGHTS**

1. The Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all right, title and interest, in and to all Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. At the Assignee's sole expense, the Assignors shall cooperate with Assignee in any action Assignee reasonably requests that the Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or the Assignors' obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

### **TRADEMARKS**

3. The Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. At the Assignee's sole expense, the Assignors shall cooperate with Assignee in any action Assignee reasonably requests that the Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or the Assignors' obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

### **PATENTS**

5. The Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. At the Assignee's sole expense, the Assignors shall cooperate with Assignee in any action Assignee reasonably requests that Assignors take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignors' obligations hereunder, including, without limitation, the execution of any

instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

### TRADE SECRETS

7. The Assignors hereby sell, convey, assign, transfer and deliver to Assignee, free and clear of all Liens, all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. The Assignors agree that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

### GENERAL

9. Entire Agreement. This Assignment and the Asset Contribution Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings with respect to the subject matter hereof, both written and oral.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. No party hereto shall assign this Assignment or any right, benefit or obligation hereunder without the prior written consent of each other party hereto and any purported assignment without such consent will be void, provided, however that Assignee shall be entitled to assign, in its sole discretion, any or all of its rights, interests and obligations hereunder to any Affiliate of Assignee or in connection with a sale of all or substantially all of the Business; provided, however, that Assignee, jointly and severally with its assignee, remains liable for the full and timely performance of all of Assignee's obligations under this Agreement.

11. Governing Law and Consent to Jurisdiction. This Assignment shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment may be brought against any of the parties in any of the local, state or federal courts within New Castle County, Delaware and each of the parties consents to the jurisdiction of such courts (and to appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

12. Severability. If any provision of this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile or PDF (or other electronic transmission), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.


14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Signature Page Follows.]


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**ASSIGNORS:**

BEST LOCKERS, LLC

By:   
Print Name: Dorell Bobb  
Title: President

BADGER ELECTRONIC LOCKER SYSTEMS, LLC

By:   
Print Name: Dorell Bobb  
Title: Managing Member

**ASSIGNEE:**

SAFEMARK LOCKERS, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNORS:

BEST LOCKERS, LLC

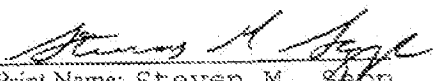
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BADGER ELECTRONIC LOCKER SYSTEMS, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

SAFEMARK LOCKERS, LLC

By:   
Print Name: Steven M. Spon  
Title: Vice-President, Secretary and Treasurer

[Signature Page to Intellectual Property Assignment]



**ACKNOWLEDGMENT**

STATE OF :

: ss.

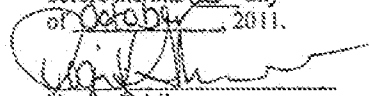
COUNTY OF :

Daryle R. Bobb, being duly sworn, says that he is the authorized person of Best Lockers, LLC, a Maryland limited liability company, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Best Lockers, LLC, pursuant to due authority.

BEST LOCKERS, LLC

By:  \_\_\_\_\_  
Daryle R. Bobb, Authorized Person

Sworn to and subscribed  
before me this 28 day  
of October, 2011.

  
\_\_\_\_\_  
Notary Public

My commission expires: 1/31/15

(SEAL)

REGINA K. SHREEVES  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires January 31, 2015

**ACKNOWLEDGMENT**

STATE OF :

: ss.


COUNTY OF :

Daryle R. Bobb, being duly sworn, says that he is a duly authorized manager of Badger Electronic Locker Systems, LLC, a Maryland limited liability company, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Badger Electronic Locker Systems, LLC, pursuant to due authority.

BADGER ELECTRONIC LOCKER SYSTEMS, LLC

By:  \_\_\_\_\_  
Daryle R. Bobb, Manager

Sworn to and subscribed  
before me this 28 day  
of October, 2011.

  
Notary Public

My commission expires: 1/31/15

(SEAL)

REGINA K. SHREEVES  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires January 31, 2015

ACKNOWLEDGMENT

STATE OF : Florida

COUNTY OF : Orange

: ss.

Vice President, Secretary  
and Treasurer

Steven Sapp being duly sworn, says that he is the \_\_\_\_\_ of Safemark Lockers, LLC, a Delaware limited liability company, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Safemark Lockers, L.L.C. pursuant to due authority.

SAFEMARK LOCKERS, LLC

By: Steven M. Sapp

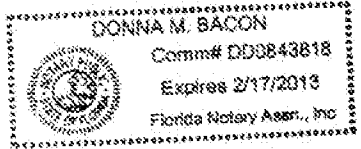
Name: Steven M. Sapp  
Title: Vice-President, Secretary and  
Treasurer

Sworn to and subscribed  
before me this 25<sup>th</sup> day  
of October, 2011.

Donna M. Bacon  
Notary Public

My commission expires: 2/17/2013

(SEAL)



**EXHIBIT C**  
**TRADEMARKS**

I. Registered Trademarks and Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u> <u>/ Filing</u> <u>Date</u>	<u>Reg. No. / Reg.</u> <u>Date</u>	<u>Goods/Services</u> <u>/Class(es)</u>
GOPOD	USA	77/814568/ August 27, 2009	Pending	<p>automatic vending machines; automatic vending kiosks for control and management of and access to and use of devices, equipment and systems, namely, storage devices, lockers, equipment, machines, carts, and vehicles; automatic vending islands for management of and access to and use of devices, equipment and systems, namely, storage devices, lockers, equipment, machines, carts, and vehicles; hardware and software for operating automatic vending machines, vending kiosks, and vending islands</p> <p>IC 020. US 002 013 022 025 032 050. G &amp; S: lockers</p> <p>IC 035. US 100 101 102. G &amp; S: rental of automatic vending machines, vending islands, vending kiosks</p> <p>IC 037. US 100 103 106. G &amp; S: repair and maintenance of lockers, automatic vending machines, automatic vending islands, automatic vending kiosks; computer hardware maintenance</p> <p>IC 039. US 100 105. G &amp; S: rental of storage lockers, devices and equipment and machines</p>