

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Cellit, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 9, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: EPrize, LLC

Street Address: One ePrize Drive

City: Pleasant Ridge

State: Michigan

Country: United States Zip: 48069

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other lim. liab. co. Citizenship Michigan

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

4,157,194

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CELLIT

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeremy D. Bisdorf

Internal Address: _____

Street Address: 201 S. Main St., Suite 300

City: Ann Arbor

State: MI Zip: 48104

Phone Number: (734) 222-4776

Docket Number: EPRIZE-GEN

Email Address: trademark@jaffelaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40

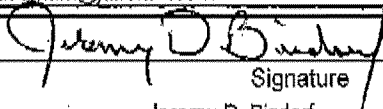
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501454

Authorized User Name Jeremy D. Bisdorf

9. Signature:


Signature

Jeremy D. Bisdorf

August 10, 2012

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004840 FRAME: 0832

CH \$40.00 501454 415719

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), dated as of the last date below written but effective as of January 9, 2012, is made by and between **CELLIT, LLC**, an Arizona limited liability company ("Assignor") and **EPRIZE, LLC**, a Michigan limited liability company ("Assignee").

Recitals:

- A. Assignor is the owner of record of the trademarks listed on Schedule A (the "Trademarks").
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

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

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.
5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.
6. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.
7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.
8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the last date below written.

ASSIGNOR:

CELLIT, LLC,
an Arizona limited liability company

By: [Signature]

Print Name: DAVID WACHS

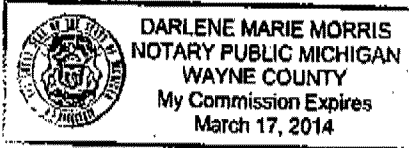
Its: PRESIDENT & Seller's Representative

Dated: 8/10/12

STATE OF Michigan)
)ss
COUNTY OF Wayne)

On August 10, 2012, before me personally came DAVID WACHS, to me known, who being sworn, did depose and say that he/she is the PRESIDENT & Seller's Representative of CELLIT, LLC, the company described in and which executed the within TRADEMARK ASSIGNMENT, and that he/she signed his/her name in such capacity of said company.

Notary Public, Wayne County
My commission expires: 3/17/2014



ASSIGNMENT ACCEPTED:

ASSIGNEE:

EPRIZE, LLC,
a Michigan limited liability company

By: [Signature]

Print Name: Garret Koop

Its: ESP/General Counsel

Dated: 8/10/12

Exhibit A

Trademarks

United States:

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
CELLIT	4,157,194	June 12, 2012