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
Hana LLC		103/30/2012	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Tronics Acquisition LLC
Street Address:	625 Westport Parkway
City:	Grapevine
State/Country:	TEXAS
Postal Code:	76051
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3997746	BUYMYTRONICS

CORRESPONDENCE DATA

2155686603 Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Email: trademarks@klehr.com Correspondent Name: Ari S. Indik, Klehr Harrison

Address Line 1: 1835 Market Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	13832.0023
NAME OF SUBMITTER:	Ari S. Indik
Signature:	/Ari S. Indik/
Date:	08/31/2012

REEL: 004854 FRAME: 0123

Total Attachments: 21

source=buymytronics_assignment#page1.tif source=buymytronics_assignment#page2.tif source=buymytronics_assignment#page3.tif source=buymytronics_assignment#page4.tif source=buymytronics_assignment#page5.tif source=buymytronics_assignment#page6.tif source=buymytronics_assignment#page7.tif source=buymytronics_assignment#page8.tif source=buymytronics_assignment#page9.tif source=buymytronics_assignment#page10.tif source=buymytronics_assignment#page11.tif source=buymytronics_assignment#page12.tif source=buymytronics assignment#page13.tif source=buymytronics_assignment#page14.tif source=buymytronics_assignment#page15.tif source=buymytronics_assignment#page16.tif source=buymytronics_assignment#page17.tif source=buymytronics_assignment#page18.tif source=buymytronics_assignment#page19.tif source=buymytronics_assignment#page20.tif source=buymytronics_assignment#page21.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is dated and made as of March 30, 2012 by and between Hana LLC, a Colorado limited liability company ("Assignor"), and Tronics Acquisition LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain Company Intellectual Property used in connection with its Business, including, without limitation, any and all of the following and all rights in, arising out of or associated therewith throughout the world, including any registrations or applications therefor: (i) all United States and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, schematics, technology, process and manufacturing information, research and development data, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all United States and foreign copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto; (iv) all United States and foreign mask works, mask work registrations and applications therefor; (v) all United States and foreign industrial designs and any registrations and applications therefor; (vi) all United States and foreign trade names, logos, slogans, common law trademarks and service marks; trademark and service mark registrations and applications therefor and all goodwill associated therewith; (vii) all databases and data collections and all rights therein; and (viii) all computer software including all source code (whether or not deployed), object code, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, all Internet addresses, uniform resource locators, sites (and all content contained therein) and domain names; (ix) any similar, corresponding or equivalent rights to any of the foregoing; and (x) the intangible property set forth on Schedule A attached hereto, together with sufficient documentation related to the operation of any of the foregoing such that Assignee is able to understand such Intellectual Property and to use and operate such Intellectual Property following the Closing in the same manner as such Intellectual Property is being used by the Company as of the date of this Agreement; and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of March 19, 2012, by and among Assignor, Assignee and Brett Mosley (the "Asset Purchase Agreement"), Assignor has agreed to sell, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's rights, title and interest in, to and under the Acquired Assets used in connection with Assignor's Business, including, without limitation, all Company Intellectual Property relating to the operation of the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

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- 2. Assignor has, subject to <u>Section 5</u> hereof, assigned and does hereby sell, transfer, assign and deliver unto Assignee its entire right, title and interest in and to all existing Company Intellectual Property, including, without limitation, the right to recover for past infringement of said Company Intellectual Property and the goodwill of the business in connection with which said Company Intellectual Property is used and which is symbolized by said Company Intellectual Property.
- Assignment by Assignor has been duly and validly authorized by all necessary company action, that this Assignment has been duly and validly executed and delivered by Assignor and that this Assignment constitutes a valid and legally binding agreement of Assignor, enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in law or equity). Assignor, including its officers, managers, employees and representatives, acknowledges and agrees that it will not, directly or indirectly, challenge the ownership, validity or enforceability of any of the Company Intellectual Property assigned herein.
- 4. Assignor hereby covenants and represents that the execution, delivery and performance of this Assignment does not conflict with, result in a breach of or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation, or ruling of any court or governmental instrumentality, or the articles of organization or operating of Assignor, or conflict with, constitute grounds for termination of or result in a breach of or constitute a default under any agreement, instrument, license or permit to which Assignor is or will be subject.
- Assignor hereby further covenants and agrees that Assignor will communicate to Assignee and its officers, managers, employees, representatives, successors and assignees any facts known to Assignor respecting the Company Intellectual Property and, at Assignee's sole expense, will testify in any legal proceeding, sign all lawful papers, execute all applications for registration, make all rightful oaths and generally do everything possible to aid Assignee and its officers, managers, employees, representatives, successors and assignees to obtain and enforce proper ownership of and protection for the Company Intellectual Property in all countries. Assignor agrees to execute and deliver, upon Assignee's reasonable request, any additional assignments and/or other appropriate documentation, and undertake such additional acts, as Assignee deems to be reasonably necessary to effect the transfer of the Company Intellectual Property to Assignee as set forth in Section 2. In the event that Assignee is unable for any reason whatsoever to secure the signature of Assignor to any document Assignor is required to execute pursuant to this Section 5, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf to execute and/or file and such document and to take any other lawfully permitted action to further the purposes of this Section 5 with the same legal force and effect as if executed and taken by Assignor.
- 6. Assignor and Assignee agree that this Assignment shall be effective as of the Closing Date.

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- 7. Notwithstanding any other provisions of this instrument to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including representations and warranties, covenants, agreements, conditions or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Asset Purchase Agreement, including, without limitation, any indemnification specified therein. This Assignment is subject to, and controlled by, the terms of the Asset Purchase Agreement.
- 8. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof. Each of Assignor and Assignee irrevocably consents to the exclusive jurisdiction of any court located within the State of Delaware in connection with any matter based upon or arising out of this Agreement or the matters contemplated hereby and it agrees that process may be served upon it in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction and such process.
- 9. This Assignment shall not be amended, supplemented or modified except by an agreement in writing that is signed by the parties hereto.
- 10. The headings contained in this Assignment are intended solely for convenience and shall not affect the rights of the parties to this Assignment.
- 11. This Assignment may be executed in two counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. Facsimile and other electronically scanned signatures of the parties hereto shall be binding.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Assignment of Intellectual Property to be executed by their duly authorized representatives as of the date first above written.

ASSIGNOR:

HAN	A LLC
Ву:	Name: Brett Mosley Title: Chief Eventing Officer
	Title: Chief Executive Officer
ASSI	GNEE:
TRO	NICS ACQUISITION LLC
Dyn	
Ву:	Name:
	Title:

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Assignment of Intellectual Property to be executed by their duly authorized representatives as of the date first above written.

\mathbf{AS}	SI	$\mathbf{G}\mathbf{N}$	OR:

HANA LLC

By:

Name: Brett Mosley

Title: Chief Executive Officer

ASSIGNEE:

TRONICS ACQUISITION LLC

By:

Name: MICHAEL NICHOLS

Title: PRESTORNT

STATE OF COLVADO		
•	;	SS
COUNTY OF DEMVEY	:	

Before me, AMME Service, a Notary Public in and for the State and County aforesaid, personally appeared Brett Mosley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the Chief Executive Officer of Hana LLC, a Colorado limited liability company, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS my hand and seal at office, on this 2 day of March, 2012.

Notary Public

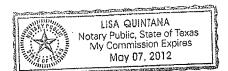
My Commission Expires

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STATE OF	Exas	:	
		:	SS
COUNTY OF _	jarrant	:	

Before me, Lisa Quintana, a Notary Public in and for the State and County aforesaid, personally appeared Michael , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the President of Tronics Acquisition LLC a Delaware limited liability company, a Delaware limited liability company, and that he, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

WITNESS my hand and seal at office, on this 29 day of March, 2012.



Notary Public

My Commission Expires: 5.7.12

SCHEDULE A

Company Intellectual Property

- 1. Tradename: BuyMyTronics.com.
- 2. Copyrights for www.buymybrokenipod.com, www.buymytronics.com, BUYMYTRONICS.COM; Registration Number TX7-193-091, dated effective October 10, 2007.
- 3. Service mark for "buymytronics": Registration Number 3,997,746, Registered July 19, 2011.
- 4. Application for European Union trademark for "buymytronics": CTM App. # 010470201, Reference # T07055, Submitted June 12, 2011.
- 5. The following Domain Names:

BRETTMOSLEY.COM

BRETTMOSLEYSUCKS.COM

BUYMYBROKENIPHONE.COM

BUYMYBROKENIPOD.COM

BUYMYTRONIC.COM

BUYMYTRONICS.CA

BUYMYTRONICS.CO.NZ

BUYMYTRONICS.CO.UK

BUYMYTRONICS.COM

BUYMYTRONICS.DE

BUYMYTRONICS.ES

BUYMYTRONICS.FR

BUYMYTRONICS.IN

BUYMYTRONICS.INFO

BUYMYTRONICS.IT

BUYMYTRONICS.MX

BUYMYTRONICS.NET

BUYMYTRONICS.ORG

BUYMYTRONICS.SE

BUYMYTRONICS.TW

BUYMYTRONICSBLOG.COM

BUYMYTRONICSISASCAM,COM

BUYMYTRONICSRIPOFF.COM

BUYMYTRONICSSCAM.COM

BUYMYTRONICSSUCKS.COM

CASHFORBROKENCELLPHONES.COM

CASHFORBROKENELECTRONICS.COM

CASHFORYOURPHONE.COM

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MYBUYMYTRONICS.COM
REAPPLE.COM
RECYCLEELECTRONICSFORCASH.COM
SELL-ELECTRONICS.COM
SELL-USED-ELECTRONICS.COM
SELLBROKENCELLPHONES.COM
SELLELECTRONICSFORCASH.COM
SELLTRONICSFORCASH.COM

Australia http://www.buymytronics.com.au
Austria http://www.buymytronics.de
Canada http://www.buymytronics.ca
France http://www.buymytronics.fr
Germany http://www.buymytronics.de
Italy http://www.buymytronics.it
New Zealand http://www.buymytronics.co.nz
Spain http://www.buymytronics.es
Sweden http://www.buymytronics.se
United Kingdom http://www.buymytronics.co.uk
United States http://www.buymytronics.com
Taiwan http://www.buymytronics.tw
Mexico http://www.buymytronics.mx
India http://www.buymytronics.in

6. The following banners:





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BuyMyTronics.com

















Cash For Your Used, New & Broken Gadgets

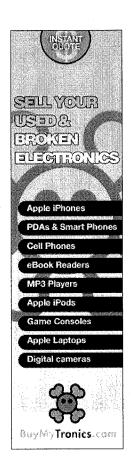
CLICK HERE FOR AN INSTANT QUOTE

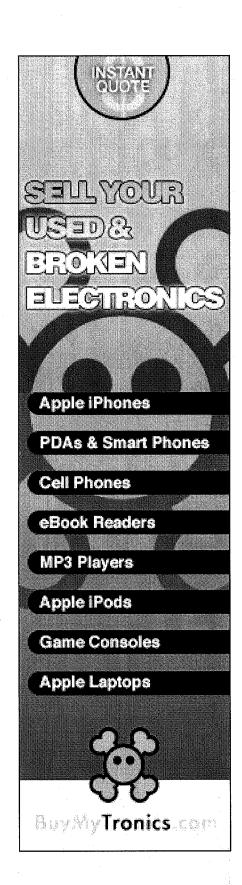






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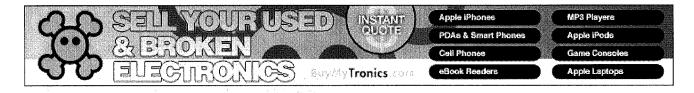




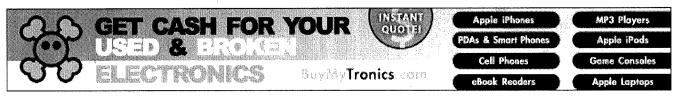
PHIL1 1971079-1













7. The eBay user name/store name "Green Gadgets" (see attached eBay store page).

Welcome! Sign in or register.

My eBay

Community

Customer Support

\₩ Cart

All Categories

Search

Advanced

CATEGORIES

ELECTRONICS

FASHION **MOTORS** TICKETS

DEALS

CLASSIFIEDS

Sell

Back to previous search

Home > Community > My World > greengadgets

eBay Buyer Protection Learn more

eBay My World: greengadgets (26086 🖄)





View your eBay My World page



Top-rated me

Member since: Feb-15-07 Location: United States

Views: 81907 total

Items for sale Visit my store Add to favorite sellers Contact member

Feedback earned for transactions on eBay

Positive Feedback: 99.3% Feedback score: 26086 [How is Feedback calculated?]

Criteria

Detailed Seller Ratings (last 12 months)

Number of

Average rating ratings Item as described 4856 **** Communication 4815 4849 Shipping time *** Shipping and handling **** 5554 charges

Latest Feedback

H II N See all



Fast Transaction Mar-30-12 04:48 Buyer: fguevara0428 (34 🏠)

Item #: 18084984957

Listings



Nikon Zoom-Nikkor 18 mm - 55 mm F/3.5-5.6 AF-S DX ED G Lens US \$0.99 Time Left: 2d 10h 20m 54s



Apple Cinema HD Display 23" Widescreen LCD Monitor A1082 US \$5.50 Time Left: 2d 11h 44m 17s



Microsoft XBox 360 Elite 120GB US \$0.99 Time Left: 2d 11h 54m 54s

HTC Wildfire COX Call Phone Gray Free Shipping

Bio

All About Me

What everyone should know about me We provide a second life for electronics of all kinds - Broken, Used and New!

Things I sell

iPods, Cell Phones, Smart Phones, PDAs, Laptops, Game Systems, iPhones, Mp3 Players, Digital Cameras, GPS Devices and More.

Languages spoken: English

Business Information

History/background

Payment policy Paypal Only.

Shipping information

We ship USPS priority within 1-3 business days of purchase.

Return policy

7 days if there is a defect or misrepresentation with our listings. Shipping costs are non-refundable.

Please only contact us via ebay. We will respond within 24 hours on weekdays and within 48 hours on weekends.

Guest book

TRADEMARK REEL: 004854 FRAME: 0141

3/30/2012

http://myworld.ebay.com/greengadgets/



US \$0.99 Time Left: 4d 10h 20m 25s



Samsung Google Nexus S D720 Sprint Cell Phone Black Android Smartphone US \$10.50 Time Left: 4d 10h 20m 57s

View all items...

These comments are not reflective of users' feedback from transactions on eBay.com. Learn more about using the guest book.

Add a guest book entry



<u>munk469</u> (<u>13</u> 🛱)

Sep-30-10 20:29:42

Everyone is a little scetchy purchasing electroncis on ebay,, but the smartphone I purchased here was absolutely as described, it was a definate pleasure doing buisiness here and will return in the future... My order actually was received in 4 days... so this was an awesome purchase and about 1/4 the price of my local t-mobile retailer...



shellmeezy (6)

Sep-14-10 14:52:08

I was planning on returning the phone since it was purchased without my permission. They were wonderful enough to let me know I can return it for a refund. When the phone was received we decided to keep it. It works wonderfully! If we need another phone we'll be back to order!:)



kittygusgus (2)

Aug-08-10 12:33:32

Took a while for it to get to me. Got it activated & Hove it. Keyboard isn't for big fingers though. Great size screen. Fun apps & just love the Droid/Google based set up. Phone



lauviahcreative (77 🌟)

Jul-12-10 00:25:22

My first transaction with this seller. Wonderful buy, I purchased 4 Nintendo Gameboy Advance hand-held game systems, which as listed were second-hand. Although they had small signs of wear over the years they came packaged as if they were bought separately

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View guest book

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3/30/2012

My eBay

Sell Community **Customer Support**

\∰ Cart

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Search

Advanced

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206

202

219

228

Number of

ratings

CATEGORIES

ELECTRONICS

FASHION

MOTORS TICKETS DEALS

CLASSIFIEDS

Back to previous search

Home > Community > My World > go-green-gadgets

eBay Buyer Protection Learn more

eBay My World: go-green-gadgets (1033 ★)

Average rating



Member since: Sep-28-05 Location: United States

Views: 782 total

Items for sale Visit my store Add to favorite sellers Contact member

Listings



LG C1300 - Metallic silver (AT&T) Cellular Phone US \$14.77 Time Left: 22h 10m 16s



Motorola 1335 - Black (Sprint Nextel) Cell Phone PTT IDEN US \$29.77 Time Left: 2d 05h 06m 44s



Motorola Brute 1680 -Gray Nextel Cell Phone **Broken Hinge Parts** Repair US \$34.77 Time Left: 2d 05h 21m 40s



Feedback earned for transactions on eBay

Positive Feedback: 100% Feedback score: 1033 [How is Feedback calculated?]

Criteria

Detailed Seller Ratings (last 12 months)

Item as described Communication Shipping time Shipping and handling charges

全全主义 **** ****

Latest Feedback



great deal worth it great seller thank you Mar-29-12 18:58

Buyer: sicilianpumkin (532 🏠)

Item #: 11084936702



Bio

All About Me

What everyone should know about me

Earthtone Solutions has been recycling printer cartridges and cell phones since 2003. A portion of all proceeds benefits the pediatric cancer research efforts of CURE Childhood Cancer, www.earthtonesolutions.com www.facebook.com/curerecycling

Things | sell Cell Phones & Printer Cartridges

Things I buy Cell Phones & Printer Cartridges

Languages spoken: English

> **TRADEMARK** REEL: 004854 FRAME: 0143

3/30/2012

http://myworld.ebay.com/go-green-gadgets/

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Motorola i850 - Gray Nextel or Boost Cell Phone PTT IDEN Nice US \$34.77 Time Left: 3d 05h 49m 06s



Motorola I560 - Black Nextel or Boost Cell Phone Nice PTT IDEN US \$24.77 Time Left: 3d 07h 17m 07s



Motorola I530 - Black Nextel or Boost Cell Phone Nice PTT IDEN US \$24.77 Time Left: 3d 07h 44m 20s



LG VX5200 (Verizon) Cell Phone Clean ESN Nice US \$16.77 Time Left: 5d 00h 03m 52s



Sanyo SCP 8100 - Silver (Sprint) Cellular Phone US \$16.77 Time Left: 5d 00h 05m 03s



Samsung SGH A117 -Black (AT&T) Cell Phone No Contract Nice US \$17.77 Time Left: 5d 07h 16m 50s



LG CF360 - Red (AT&T) Cell Phone No Contract Nice US \$24.77 Time Left: 5d 07h 21m 57s

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http://myworld.ebay.com/go-green-gadgets/RECORDED: 08/31/2012

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3/30/2012

REEL: 004854 FRAME: 0145