

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
The Caden Companies		11/19/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JKL IP Company, LLC		
Street Address:	1020 S. Old Woodward		
City:	Birmingham		
State/Country:	MICHIGAN		
Postal Code:	48009		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3865464	UNDER WRAPZ	
Registration Number:	3750536	UNDER WRAPZ	
Registration Number:	4160645	UPSIE BELLY	
CORRESPONDENCE DATA			
Fax Number:	2482922910		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(248) 292-2920		
Email:	tmmail@patentco.com		
Correspondent Name:	Rebecca L. Wilson		
Address Line 1:	29 West Lawrence Street		
Address Line 2:	Suite 210		
Address Line 4:	Pontiac, MICHIGAN 48342		
ATTORNEY DOCKET NUMBER:	1527-029		
NAME OF SUBMITTER:	Rebecca L. Wilson		

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Signature:	/Rebecca L. Wilson/
Date:	11/20/2012
Total Attachments: 3 source=The Caden Companies Assignment Executed#page1.tif source=The Caden Companies Assignment Executed#page2.tif source=The Caden Companies Assignment Executed#page3.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment is made as of this day of 11/19, 2012 and is effective upon execution by and between The Caden Companies, a California Corporation ("Assignor") and JKL IP Company, LLC, a Michigan Limited Liability Company ("Assignee").

As a dividend to Assignee, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby absolutely, unconditionally and irrevocably transfers, assigns, and sets over to Assignee (without any reservation of rights), all of Assignor's worldwide right, title and interest in and to any and off of Assignor's Intellectual Property, including but not limited to all of Assignor's (i) trademark applications, trade names, service marks (whether registered or unregistered), service mark applications, licenses, confidential information know-how, processes, technologies, development tools, ideas, concepts trade dress (whether registered or unregistered), (ii) any right to use or exploit any of the foregoing, including but not limited to the right to sue for past, existing, or future infringements or other violations of the Intellectual Property; and (iii) any other propriety right, whether arising under the laws of the United States or any other country ("Propriety Rights") associated with and/or used in connection with Assignor's business, including without limitation the Proprietary Rights listed on **Schedule A** attached hereto and incorporation herein.

Assignor represents and warrants to Assignee that (i) Assignor owns the Propriety Rights free and clear of all liens, mortgages, security interests, pledges, restrictions, and encumbrances of any kind; (ii) Assignor has full power and authority to execute and deliver this Agreement and to assign the Proprietary Rights to Assignee; (iii) this Agreement constitutes the valid and legally binding obligation of Assignor, enforceable in accordance with its terms; and (iv) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Assignor is a party or by which Assignor is bound.

Assignor agrees to, and hereby does, indemnify, save and hold Assignee harmless of, from and against any and all losses, costs, expenses, (including reasonable attorneys' fees), liabilities, damages, actions, causes of action, demands or claims arising out of or in connection with Assignors' breach of a representation or warranty or Assignee's use of the Propriety Rights.

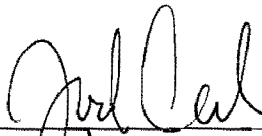
Assignor and Assignee each hereby agree to cooperate in every respect as may be reasonably required by the other party in order to perfect and otherwise fully effectuate the assignments made to Assignee pursuant to the terms and provisions of this Assignment. Without limiting the generality of the foregoing, Assignor and Assignee each hereby agree to execute or join with the other party in actions reasonably requested by the other party in order to accomplish the aforesaid assignments, including without limitation notifying and obtaining consents from any and all governmental entities, and to cooperate with the other party in confirming to any third parties the existence and effectiveness of the foregoing assignments. Except as otherwise indicated herein, Assignor warrants that it is the sole owner

of the Proprietary Rights, has the sole right to use and possess the Proprietary Rights and is within its power and authority to transfer the Proprietary Rights to Assignee hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.


ASSIGNOR:

THE CADEN COMPANIES

By: 
Name: JON CADEN
Title: Partner.

ASSIGNEE:

JKL IP COMPANY LLC

By: 
Name: JON CADEN
Title: Owner.

Schedule A

Mark	Country	Owner	Filing Date	Reg/App No.	Status
UNDER WRAPZ	US	The Caden Companies	7/6/2009	3865464	Registered
UNDER WRAPZ (design)	US	The Caden Companies	10/9/2008	3750536	Registered
BELLY BANDIT	AU	The Caden Companies	5/15/2009	1007735	Registered
BELLY BANDIT	CN	The Caden Companies	5/15/2009	1007735	Pending
BELLY BANDIT	EM	The Caden Companies	5/15/2009	1007735	Registered
BELLY BANDIT	JP	The Caden Companies	5/15/2009	1007735	ABANDONED
BELLY BANDIT	KR	The Caden Companies	5/15/2009	1007735	Registered
BELLY BANDIT	RU	The Caden Companies	5/15/2009	1007735	Registered
BELLY BANDIT	SG	The Caden Companies	5/15/2009	1007735	Registered
UPSIE BELLY	AU	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	CA	The Caden Companies	4/18/2012	1573738	Pending
UPSIE BELLY	CN	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	EM	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	JP	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	KR	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	SG	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	VN	The Caden Companies	4/18/2012	1122952	Pending
UPSIE BELLY	US	The Caden Companies	10/18/2011	4160645	Registered