

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
Green Simian, LLC		03/24/2012	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	1 OAK Seattle, LLC		
Also Known As:			
Street Address:	416 W. Oak St.		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80521		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85578889		
Serial Number:	85578877	GREENSIMIAN	
Serial Number:	85578863	SOLMATE	
Serial Number:	85578871	SOLCURVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	docketing@blueocean-inc.com		
Correspondent Name:	Nicholas J. Boyarski		
Address Line 1:	205 S. Meldrum St		
Address Line 4:	Fort Collins, COLORADO 80521		
ATTORNEY DOCKET NUMBER:	1SEA.UST1		

CH \$1115.00 85578889

NAME OF SUBMITTER:	Nicholas J. Boyarski
Signature:	/Nicholas J. Boyarski/
Date:	12/19/2012
Total Attachments: 6 source=Cover_Sheet#page1.tif source=Cover_Sheet#page2.tif source=Cover_Sheet#page3.tif source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

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):

Green Simian, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Washington
 Other _____

Citizenship (see guidelines) Washington

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 24, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1 OAK Seattle, LLC

Street Address: 416 W. Oak St.

City: Fort Collins

State: Colorado

Country: US Zip: 80521

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Colorado
 Other _____ Citizenship _____

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

85,578,889; 85,578,877; 85,578,863; 85,578,871

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

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

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

Name: Nicholas J. Boyarski

Internal Address: _____

Street Address: 205 S. Meldrum St.

City: Fort Collins

State: Colorado Zip: 80521

Phone Number: 970-286-5631

Docket Number: SIMN.01UST1

Email Address: docketing@blueocean-inc.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 505209

Authorized User Name Nick Boyarski

9. Signature: _____ /Nicholas J. Boyarski/

12/19/2012

Signature

Date

Nicholas J. Boyarski

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this or the "Assignment") by and among Green Simian, LLC, a Washington limited liability company ("Assignor"), and 1 OAK Seattle, LLC, a Colorado limited liability company ("Assignee"), is effective as of March 24, 2012 (the "Effective Date"). Assignor and Assignee are collectively referred to herein as the "Parties", and each is individually referred to as a "Party".

RECITALS

WHEREAS, Assignor owns certain intellectual property rights, including but not limited to all of Assignor's: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and company names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related documentation), (g) all other proprietary rights, (h) all copies and tangible embodiments thereof (in whatever form or medium), (i) all licenses, sublicenses, or any other rights of a similar nature connected with intellectual property that Assignor is contractually authorized to use, and (j) any and all income, royalties, fees, and payments due to Assignor in connection with the use by any third party of any of the intellectual property or other rights enumerated in this recital, with the exception of the Excluded Assets, as defined below (the "Intellectual Property");

WHEREAS, Assignor has certain personal intellectual property that is unconnected with the operations of Green Simian, LLC, and therefore, the following items are excluded from the definition of Intellectual Property: (i) any and all intellectual property, including inventions and information, specifically related to the audio switching technology owned by 2JW, LLC, a Washington limited liability company and (ii) any and all intellectual property, including inventions and information, specifically related to the race car safety alert technology owned by TR-26, LLC, a _____ limited liability company (the "Excluded Assets");

WHEREAS, Assignor has entered into an asset purchase agreement with Assignee, of even date herewith, which includes the sale of any and all Intellectual Property owned, licensed, sublicensed or developed by Assignor (the "Asset Purchase Agreement"), and

has executed a bill of sale transferring title to substantially all of Assignor's assets (the "**Bill of Sale**");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor is obligated to execute a Bill of Sale and this Intellectual Property Assignment and Assumption Agreement in favor of Assignee; and

WHEREAS, Assignor desires to comply fully with the requirements of the Asset Purchase Agreement, and Assignee desires to receive all of Assignor's Intellectual Property.

AGREEMENT

NOW THEREFORE, in consideration of the Asset Purchase Agreement, the Bill of Sale, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Grant and Assignment.** Assignor grants, assigns, and transfers (collectively "**Assigns**" or "**Assigned**" or "**Assignment**") to Assignee all of Assignor's right, title, ownership, or interest in the Intellectual Property. From and after the Effective Date, Assignee shall be deemed to be the owner, licensee, or sublicensee, as the case may be, of Assignor's rights to the Intellectual Property.

2. **Asset Purchase Agreement.** Assignor hereby reaffirms its obligations under the Asset Purchase Agreement, including any and all representations and warranties made by Assignor regarding the Intellectual Property, and any obligations of Assignor to indemnify Assignee in connection with the Intellectual Property.

3. **Further Assurances.** The Parties hereby reciprocally acknowledge that the Intellectual Property has not been duly endorsed in favor of Assignor following the relevant purchase or acquisition by, or transfer or assignment to, the same. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

4. **Warranty.** Assignor represents that (a) Assignor has the right, power and authority to execute, deliver and perform this Assignment and (b) to its knowledge the Intellectual Property does not violate or infringe any copyright, patent, or trade dress, or otherwise violate or infringe any other rights whatsoever of any person or entity.

5. **Successors.** This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignee.

6. **Appointment as Attorney in Fact.** In the event Assignee shall be unable for any reason to obtain Assignor's signature on any document necessary for any purpose set forth in this Agreement, Assignor hereby irrevocably appoints Assignee to be its attorney-in-fact, in Assignor's name, or otherwise, but for the benefit of Assignee, and at Assignee's expense, to execute all documents which may be necessary or

proper to obtain, renew or secure renewals of any intellectual property rights in the Intellectual Property or versions thereof; to enforce and protect all intellectual property rights in such intellectual property assets to prevent infringement; to litigate and collect all damages arising from any infringement; and if requested by Assignee, to join Assignee as a party plaintiff or defendant in any such suit for infringement. This power of attorney shall not be affected by the Assignor's subsequent liquidation or dissolution.

7. **Governing Law.** This Assignment Agreement shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Colorado without giving effect to the conflict of laws rules thereof.

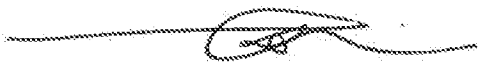
8. **Severability.** If any provision of this Assignment Agreement is held to be illegal, invalid or unenforceable under the present or future laws in effect during the existence of this Assignment Agreement, such provisions will be fully severable and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Assignment Agreement; and the remaining provisions of this Assignment Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Assignment Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be an added automatically as a part of this Assignment Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9. **Acceptance.** By the acceptance indicated below, Assignee accepts the Assignment of the Interest described above on the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement effective as of the Effective Date.

ASSIGNOR:

Green Simian, LLC
a Washington limited liability company

By: 
Adam Benzion, President

ASSIGNEE:

1 OAK Seattle, LLC
a Colorado limited liability company

By: 
Kurtis A. Hoeven, CFO