

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
Gerbing's Heated Clothing, Inc.		09/24/2012	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Gerbing's, LLC		
Street Address:	200 S Henry Street		
City:	Stoneville		
State/Country:	NORTH CAROLINA		
Postal Code:	27048		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85320868	HEATLOCK	
Serial Number:	85269798	HEAT READY	
Registration Number:	3125594	GERBING'S	
Registration Number:	4261608	HYBRID HEATING SYSTEM	
Registration Number:	3528721	HEAT GOOD, COLD BAD	
Registration Number:	3547784	MICROWIRE	
Registration Number:	3503726	CORE HEAT TRANSFER SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	4023461148		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	402-346-6000		
Email:	patrick.stephenson@kutakrock.com		
Correspondent Name:	Patrick C. Stephenson		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		

OP \$190.00 85320868

NAME OF SUBMITTER:	Patrick C. Stephenson
Signature:	/Patrick C. Stephenson/
Date:	01/16/2013
Total Attachments: 6 source=Gerbings Assignment#page1.tif source=Gerbings Assignment#page2.tif source=Gerbings Assignment#page3.tif source=Gerbings Assignment#page4.tif source=Gerbings Assignment#page5.tif source=Gerbings Assignment#page6.tif	

TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement"), effective this 24th day of September, 2012, is made by and between **Gerbing's Heated Clothing, Inc.**, a Washington corporation (hereinafter "Assignor"), and **Gerbing's, LLC**, a Delaware limited liability company (hereinafter, "Assignee").

1. ASSIGNMENT

- a) Assignor is the sole and exclusive owner of all right, title and interest in and to (A) the technology described in detail on Exhibit A attached hereto, including without limitation, any abandoned patent applications, as well as any and all divisions, continuations, continuations-in-part, reissues, renewals, extensions, reexaminations, foreign counterpart applications and issued patents which relate to or claim the priority of same, including the right to file any and all such applications and receive letters patent thereon worldwide, including without limitation, work done, independently or with other parties, and (B) all other technology and intellectual property rights throughout the world of Assignor, including, but not limited to, trademarks, trademark applications and registrations, together with all goodwill of the business symbolized by such trademarks and the portion of the business of Assignor to which such trademarks pertain, domain names and copyrights (collectively, with all of the items described in subsection (A) of this paragraph, the "Technology").
- b) Assignor hereby forever assigns, transfers and sets over to Assignee (or its designee) its entire right, title and interest in and to the Technology, including without limitation, the right to all proceeds therefrom (including, but not limited to, all licensing royalties and proceeds from infringement suits), and the right to sue for past, present or future infringement against any person or entity anywhere in the world. No license or other right to use is reserved in the Technology by Assignor hereunder.
- c) All patent applications filed in the United States and anywhere in the world for inventions that are included in the Technology shall at the election of Assignee, be prosecuted to issuance or final rejection by Assignee at its own cost and expense and in its sole judgment and discretion. Any taxes, annuities, working fees, maintenance fees, and/or renewal and extension charges with respect to the Technology shall hereafter be paid by Assignee.
- d) Assignor hereby agrees to cooperate with Assignee in providing all signatures, preparation, legalization and recordation of all documents, and obtaining of any third party or governmental approvals or filings which may be necessary in order to effect the assignment and transfer of ownership in and to the Technology; provided, however, that Assignee shall reimburse Assignor for all reasonable out-of-pocket expenses (including without limitation, reasonable attorneys' fees) incurred by or on behalf of Assignor in connection with the preparation, review, negotiation and

delivery of such documents and/or Assignor's compliance with the terms of this Section 1(d).

- e) Assignor hereby agrees to provide Assignee with all records to support the date of invention of the Technology, including all records from its attorneys who assisted Assignor with filing of any intellectual property rights. Assignor shall direct its counsel to deliver all such records to Assignee.
- f) Assignor hereby agrees that the definition of "Technology" includes all improvements thereto, whether made before or subsequent to the date of this Agreement.

2. CONSIDERATION

- a) The parties agree that this Agreement is freely assignable and transferable by Assignor without any further compensation due or owing to Assignor or any other person or entity.
- b) Assignor acknowledges the receipt of valuable and sufficient consideration for its execution and performance under this Agreement, including the consideration detailed in the Contribution Agreement by and among Gerbings, LLC, Assignor and Jeffery D. Gerbing, dated as of September 24, 2012.

3. GENERAL PROVISIONS

- a) The parties agree that this Agreement shall be governed by the substantive laws of the State of Delaware, without giving effect to Delaware's choice of law principles. Each of the parties agrees that any action or proceeding arising out of or in any way relating to this Agreement or any of its provisions or the performance of this Agreement or any of its provisions shall be brought only in the applicable federal and state courts of Wilmington, Delaware, and that those courts shall have exclusive jurisdiction over any such action or proceeding. Each of the parties expressly consents to the jurisdiction of those courts over them for such purposes only and for such purposes waives any objection to proceeding in such courts in any such action or proceeding.
- b) This Agreement between Assignor and Assignee constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous or contemporaneous representations, understandings or other communications, either verbal or written, between the parties concerning such subject matter.
- c) Assignor represents and warrants to Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license, right or other agreement affecting the rights and property herein conveyed has been made to others by Assignor, and that full right to convey the same as herein expressed is possessed by Assignor.

- d) Assignor represents that Assignor has executed no agreements or undertakings with anyone relating to the development or ownership of any patents, inventions, intellectual property or other property relating to the Technology.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed in their respective names by their authorized representatives:

ASSIGNOR:

ASSIGNEE:

GERBINGS HEATED CLOTHING, INC.

GERBINGS, LLC

By: *Jeff Gerbing*
Title: *President*
Name: *Jeff Gerbing*
Date: _____

By: _____
Title: _____
Name: _____
Date: _____

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed in their respective names by their authorized representatives:

ASSIGNOR:

ASSIGNEE:

GERBINGS HEATED CLOTHING, INC.

GERBINGS, LLC

By: _____
Title: _____
Name: _____
Date: _____

By: Tom Nolan
Title: CEO
Name: Tom Nolan
Date: 11/8/12

Exhibit A
to
Technology Assignment Agreement

The Technology includes the following:

1. Application No. 85269798 for the mark HEAT READY
2. Application No. 85320868 for the mark HEATLOCK
3. Registration No. 3072092 for the mark GHC HIGH DENSITY HEAT
4. Registration No. 3125594 for the mark GERBING'S
5. Application No. 77286797 for the mark HYBRID HEATING SYSTEM TARR LIVE
6. Registration No. 3528721 HEAT GOOD, COLD BAD TARR LIVE
7. Registration No. 3547784 MICROWIRE TARR LIVE
8. Registration No. 3503726 CORE HEAT TRANSFER SYSTEM TARR LIVE
9. The "Gerbing.com" domain name
10. The "raynaudsrelief.com" domain name
11. The "coreheat.net" domain name
12. The "heatedclothingoutlet.com" domain name