

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Motion1, Inc.		04/19/2012	CORPORATION: INDIANA
<b>RECEIVING PARTY DATA</b>			
Name:	National Distribution & Contracting, Inc.		
Street Address:	BNA Corporate Center		
Internal Address:	420 BNA Drive, Suite 500		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37217		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	4119099	MOTION1	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2123084844		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617.239.0233		
Email:	trademark@edwardswildman.com		
Correspondent Name:	Edwards Wildman Palmer LLP		
Address Line 1:	F.D.R. Station		
Address Line 2:	P.O. Box 130		
Address Line 4:	New York, NEW YORK 10150		
ATTORNEY DOCKET NUMBER:	308282.0003		
NAME OF SUBMITTER:	Ralph A. Loren		
Signature:	/Ralph A. Loren/		

CH \$40.00 4119099

Date:

02/15/2013

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is made on this 19th day of April, 2012 (the "IP Assignment") by and between Motion1, Inc., an Indiana corporation ("Assignor"), and National Distribution & Contracting, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, by an Asset Purchase Agreement dated as of the date hereof by and between Assignor and Assignee (the "Asset Purchase Agreement"), the Assignor has sold the Acquisition Assets to Assignee, and in connection therewith, the Assignor has sold all of its right, title, and interest in and to the Acquisition Assets to Assignee, and in connection therewith, the Assignor has agreed to assign, and Assignee has agreed to acquire, all of the Assignor's right, title and interest in and to all of the trademarks (including common law rights), trade names, service marks, trade dress, logos, trade names, corporate names and domain names, along with the goodwill associated therewith, including but not limited to the trademarks and domain names listed on Exhibit A hereto, in all jurisdictions in all the world, and all registrations, renewals and applications therefor, owned and used by the Assignor in connection with the operation of the Business (the "Intellectual Property"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign, sell, transfer and convey to Assignee, all of the Assignor's right, title, and interest in and to the Intellectual Property throughout the world, including all goodwill pertaining thereto, the portion of the Business of the Assignor to which any intent-to-use application pertains, and all rights to petition, sue, or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relation to any of the Intellectual Property, or any license, agreement, contract or other matter relating thereto, worldwide and forever.

This IP Assignment does not extend upon or limit the rights, obligations, representations, warranties and/or indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this IP Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

The Assignor hereby agrees to execute upon the request of Assignee such additional documents as are reasonably necessary to register or renew or otherwise give full effect to and to perfect the rights of Assignee under this IP Assignment in and to the Intellectual Property, including, without limitation, all documents reasonably necessary to register in the name of Assignee the assignment of the Intellectual Property with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar; and to assist in any proceedings relating to Assignee's right, title, interest and benefit in and to the Intellectual Property.

This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This IP Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware (without application of principles of conflicts of law).

This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or pdf shall be deemed to be their original signatures for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

MOTION1, INC.  
an Indiana corporation

By: Robert Stenach  
Name: ROBERT STENACH  
Title: PRESIDENT

NATIONAL DISTRIBUTION &  
CONTRACTING, INC.

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment on the date first written above.

MOTION1, INC.  
an Indiana corporation

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL DISTRIBUTION &  
CONTRACTING, INC.

By: *J. Scott Crayhead*  
Name: *J. Scott Crayhead*  
Title: *CEO/COO*

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK  
REEL: 004964 FRAME: 0061

**EXHIBIT A**

**Intellectual Property**

**TRADEMARKS**

MARK	SERIAL NO	REG NO	REG DATE
MOTION1	85037578	4119099	2012-03-27

**COMMON LAW TRADEMARKS**

MARK	STATUS
Gentle Stim	Active

**DOMAIN NAMES**

DOMAIN NAME	COMMENTS
motion1.com	ICANN Registrar: REGISTER.COM, INC.  Created: 2004-06-12  Expires: 2013-06-12
Motion1.net (not an active website)	ICANN Registrar: REGISTER.COM, INC.

	Created: 2010-03-18 Expires: 2013-03-18
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