

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
Martin E. Button, Inc.		12/31/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Rock=It Cargo USA LLC		
Street Address:	5438 West 104th Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90045		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85708994	COSDEL	
CORRESPONDENCE DATA			
Fax Number:	2158325337		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5337		
Email:	Casey@blankrome.com		
Correspondent Name:	Lisa Casey Spaniel		
Address Line 1:	Blank Rome, One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	077807-00352		
NAME OF SUBMITTER:	Lisa Casey Spaniel		
Signature:	/LISA CASEY SPANIEL/		

Date:

03/14/2013

Total Attachments: 4

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THIS INTELLECTUAL PROPERTY ASSIGNMENT is made effective as of December 31, 2012 (“Effective Date”), by and between Martin E. Button, Inc., a California corporation with an address of 55 New Montgomery Street, Suite #400 San Francisco, California 94105 (“Assignor”), and Rock-It Cargo USA LLC, a Delaware limited liability company, with an address of 5438 West 104th Street, Los Angeles, CA 90045 (“Assignee”) (each a “Party” and collectively, the “Parties”).

BACKGROUND

WHEREAS, Assignor is the exclusive owner of certain trademarks and trademark registrations and applications, copyrights and the copyrightable expression therein, and patents, all as set forth in Exhibit A, and the intellectual property rights contained therein, (the “Intellectual Property”);

WHEREAS, Assignor wishes to assign and Assignee wishes to acquire the Intellectual Property and all intellectual property rights therein;

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual promises contained in this Intellectual Property Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. **Assignment of Intellectual Property.** Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all rights (including without limitation, intellectual property rights), title, and interests in and to the Intellectual Property, and any and all goodwill in connection therewith, and Assignor reserves no rights in any such Intellectual Property. This Assignment includes all of Assignor’s right, title and interest in, to and under the Patents and all divisions, renewals, continuations and continuations-in-part thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), and all applications for Letters Patent which may hereafter be filed for said Patent in any country or countries foreign to the United States, and all Letters Patent which may be granted for said Patents in any country or countries foreign to the United States hereby authorized, and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to record Assignee as the owner of such Patent and to issue all Letters Patent for said Patent to be in the name of the said Assignee, as assignee of the Patents, for the sole use of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. This Assignment includes the right to claim priority based on the filing date of the Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Conventions, and all other treaties of like purposes. The transferred rights include the right to collect any royalties, license fees, or other amounts related to the Intellectual Property owing from third parties, as well as the right to bring infringement or similar actions that may have accrued prior to this Agreement.

1.1 Recordation. Assignor authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefore, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

2. Miscellaneous Provisions.

2.1 Severability. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

2.2 Interpretation. This Assignment has been freely negotiated and entered into by each Party. A Party's role in drafting this Assignment shall not be a basis for construing this Assignment in any manner against such Party.

2.3 Headings. Section headings are for reference only and shall not affect the interpretation of this Assignment.

2.4 Successors in Interest. This Assignment and all of the provisions in this Assignment shall be binding upon and inure to the benefit of the successors in interest and assigns of the Parties.

2.5 Applicable Law. This Assignment, each transaction entered into under this Assignment, and all matters arising out of or related to this Assignment shall be in all respects governed by, and construed and enforced in accordance with, the laws of the State of [State] without giving effect to its rules relating to conflict of laws.

2.6 Entire Agreement. This Assignment and Exhibits A constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Assignment, and this Assignment supersedes any prior oral or written communications, proposals, representations, and agreements.

The Parties accept this Assignment and have caused this Assignment to be executed, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date executed duly authorized by all necessary and appropriate corporate action to execute this Assignment on its behalf.

MARTIN E. BUTTON, INC.

ROCK-IT CARGO USA LLC

By: _____
Name: Martin E. Button
Title: President

By: _____
Name: _____
Title: _____

1.1 Recordation. Assignor authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefore, to record Assignee as the owner of the Intellectual Property and to issue all registrations for said Intellectual Property, to be in the name of Assignee, as assignee of the Intellectual Property, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

2. Miscellaneous Provisions.

2.1 Severability. Should any term or provision of this Assignment be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Assignment. The application of such term or provision to persons, property, or circumstances other than those as to which it is invalid, unenforceable, or prohibited, shall not be affected by such invalidity, unenforceability, or prohibition, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

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2.6 Entire Agreement. This Assignment and Exhibits A constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Assignment, and this Assignment supersedes any prior oral or written communications, proposals, representations, and agreements.

The Parties accept this Assignment and have caused this Assignment to be executed, and do each hereby warrant and represent that its respective signatory whose signature appears below has been and is on the date executed duly authorized by all necessary and appropriate corporate action to execute this Assignment on its behalf.

MARTIN E. BUTTON, INC.

ROCK-IT CARGO USA LLC

By: _____
Name: Martin E. Button
Title: President

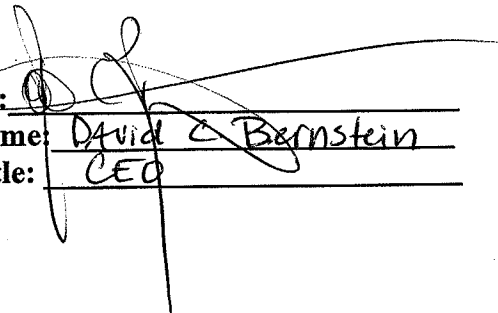
By: 
Name: David Bernstein
Title: CEO

EXHIBIT A

Trademarks:

Mark	Registration Number (Application Number)	Registration Date (Application Date)
COSDEL	(85/708,994)	(8/21/2012)