

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
Spectrum Plastics Group, Inc.		05/23/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Protogenic LLC		
Street Address:	7401 Church Ranch Boulevard		
Internal Address:	Suite 206		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4003024	PROTOGENIC	
Registration Number:	4106941	HI-RES 3D	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	124546222344		
NAME OF SUBMITTER:	Janis Nici		
Signature:	/janis nici/		

OP \$65.00 4003024

Date:

05/29/2013

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment, dated as of May 23, 2013 (the “**Assignment**”), is made by Spectrum Plastics Group, Inc., a Delaware corporation (the “**Assignor**”), in favor of Protogenic LLC, a Delaware limited liability company (the “**Assignee**”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement, of even date herewith, between the Assignor and the Assignee (the “**Agreement**”).

WHEREAS, pursuant to the Agreement, the Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Purchased Assets, including, but not limited to, the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated by reference (the “**Marks**”); and

WHEREAS, the Assignor now wishes to assign the Marks to the Assignee, and the Assignee is desirous of acquiring the Marks from the Assignor, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In accordance with, and subject to, the terms of the Agreement, the Assignor hereby assigns, conveys, transfers, delivers and sets over unto the Assignee and its successors, assigns and legal representatives, the Assignor’s entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with all renewals of any of the foregoing and all goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by the Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for the Assignee’s sole use and enjoyment.

2. The Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of the Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. The governing law of this Assignment shall be as set forth in Section 8.9 of the Agreement and any dispute or controversy arising out of this Assignment shall be resolved in accordance with Section 8.6 of the Agreement.

4. This Assignment may be executed simultaneously in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute but one and the same document. Signatures of the parties executing this Assignment transmitted to the other parties by facsimile, “pdf” or other customary electronic means shall be binding as evidence of such sending party’s intent to be bound by the terms hereof.

5. For the purposes of this Assignment, no course of dealing between or among any of the parties hereto and no delay on the part of any party hereto in exercising any rights hereunder shall operate as a waiver of the rights hereof. No provision hereof may be waived otherwise than by a written instrument signed by the party or parties so waiving such covenant or other provision. No amendment to this Assignment may be made without the written consent of the parties hereto.


6. This Assignment shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, and no others.

7. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision (or part thereof) of this Assignment shall be deemed prohibited or invalid under such applicable law, such provision (or part thereof) shall be ineffective only to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Assignment.


8. This Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to modify, limit or qualify any provision of the Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

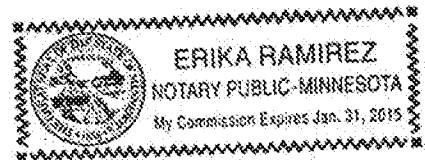
ASSIGNOR: SPECTRUM PLASTICS GROUP, INC.
By: 
Name: Randy Ahlm
Title: President

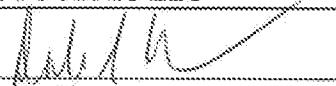
On this 23rd day of May, 2012, before me, the undersigned Notary Public, personally appeared Randy Ahlm, proved to me through satisfactory evidence of identification, which was/were Minnesota Driver's License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.


Signature of Notary

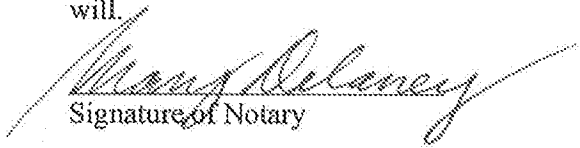
(Seal)

My Commission Expires: January 31, 2015



ASSIGNEE: PROTOGENIC LLC
By: 
Name: Dale S. Okonow
Title: Vice President

On this 23rd day of May, 2013, before me, the undersigned Notary Public, personally appeared DALE S. OKONOW, proved to me through satisfactory evidence of identification, which was/were MA driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.


Signature of Notary

(Seal)

My Commission Expires: March 1, 2018

Exhibit A

Marks

Mark	Jurisdiction	Application No. & Date	Registration No.	Registration Date
PROTOGENIC	U.S.	N/A	4003024	07/26/2011
HI-RES 3D	U.S.	N/A	4106941	02/28/2012