

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
NBT Bank, National Association		06/19/2013	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VMR Electronics Corporation		
Street Address:	100 Eldredge Street		
City:	Binghamton		
State/Country:	NEW YORK		
Postal Code:	13901		
Entity Type:	CORPORATION: WYOMING		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3707288	IDITAROD	
Registration Number:	3923819	RESCU	
Registration Number:	4261794	ALCATRAZ	
CORRESPONDENCE DATA			
Fax Number:	5185818823		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5185818800		
Email:	rlippman@lmglaw.com		
Correspondent Name:	Robert Lippman		
Address Line 1:	60 Railroad Place, Suite 502		
Address Line 4:	Saratoga Springs, NEW YORK 12866		
NAME OF SUBMITTER:	Robert Lippman		
Signature:	/s/		

OP \$90.00 3707288

Date:

07/10/2013

Total Attachments: 4

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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):

NBT Bank, National Association

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

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 06/19/2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: VMR Electronics Corporation

Street Address: 100 Eldredge Street

City: Binghamton

State: New York

Country: USA Zip: 13901

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Wyoming
- 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 _____

B. Trademark Registration No.(s)

3707288, 3923819, 4261794

Additional sheet(s) attached? Yes No

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

IDITAROD, RECU, ALCATRAZ

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

Name: Robert Lippman

Internal Address: Lemery Greisler LLC

Street Address: 60 Railroad Place, Suite 502

City: Saratoga Springs

State: New York Zip: 12866

Phone Number: (518)581-8800

Docket Number: _____

Email Address: Trademarks@lemerygreisler.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: 

Signature

Robert Lippman

Name of Person Signing

07/10/2013

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is dated as of June 19, 2013 by and between NBT Bank, National Association, a national banking association (the "Assignor") and VMR Electronics Corporation ("Assignee"). Assignor and Assignee hereby agree as follows:

WHEREAS, pursuant to the Trademark Security Agreement dated January 13, 2012 (the "Trademark Agreement") between Mark A. Kelly, an individual, Vanessa C. Kelly, an individual, VMR Electronics, LLC, a New York Limited Liability Company, and Distinct Intuitive Designs, LLC, a New York Limited Liability Company (collectively, the "Kelly Assignors") and Assignor, the Kelly Assignors assigned to Assignor their interest in the trademarks, service marks, applications, and registrations set forth on Schedule A hereto (the "Trademarks"), as collateral security to Assignor; and

WHEREAS, the Trademark Agreement was recorded in the U.S. Patent and Trademark Office on March 7, 2012 at Reel 4732 and Frame 0923; and

WHEREAS, the Kelly Assignors have defaulted under the Trademark Agreement; and

WHEREAS, Assignor desires to assign and transfer all its rights, title and interest in the Trademarks to Assignee (the "Transfer"); and

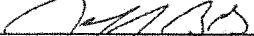
WHEREAS, the Assignee and Assignor acknowledge and agree that subsequent to this Assignment the Assignee will collaterally assign the Trademarks to Assignor pursuant to that certain Patent and Trademark Security Agreement dated as of the date hereof (the "Security Agreement") and that Assignee's title and right to the Trademarks shall be subject to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers, quitclaims, conveys, and grants to Assignee all of the Assignor's rights, title and interest in the Trademarks.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first above written.

ASSIGNEE:

VMR Electronics Corporation

By: 

Name: Jeff SANDS

Title: President

ASSIGNOR:

NBT Bank, National Association

By: _____

Name: _____

Title: _____

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is dated as of June ____, 2013 by and between NBT Bank, National Association, a national banking association (the "Assignor") and VMR Electronics Corporation ("Assignee"). Assignor and Assignee hereby agree as follows:

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WHEREAS, the Trademark Agreement was recorded in the U.S. Patent and Trademark Office on March 7, 2012 at Reel 4732 and Frame 0923; and

WHEREAS, the Kelly Assignors have defaulted under the Trademark Agreement; and

WHEREAS, Assignor desires to assign and transfer all its rights, title and interest in the Trademarks to Assignee (the "Transfer"); and

WHEREAS, the Assignee and Assignor acknowledge and agree that subsequent to this Assignment the Assignee will collaterally assign the Trademarks to Assignor pursuant to that certain Patent and Trademark Security Agreement dated as of the date hereof (the "Security Agreement") and that Assignee's title and right to the Trademarks shall be subject to the Security Agreement.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered as of the date first above written.

ASSIGNEE:

VMR Electronics Corporation

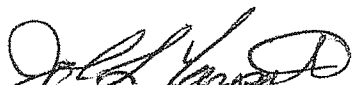
By: _____

Name: _____

Title: _____

ASSIGNOR:

NBT Bank, National Association

By: 
Name: John S. Carpenter
Title: Corporate Senior Vice President

SCHEDULE A

Trademarks

A. All registered trademarks, including but not limited to:

Mark:	Country:	Registration No.:	Registration Date:
IDITAROD	United States	3707288	11/10/2009
RESCU	United States	3923819	02/22/2011
ALCATRAZ	United States	4261794	12/18/2012

B. Pending Trademark Applications

C. Trademarks, service marks or trade dress not filed as an application