

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
Hill Top Research, Inc.		12/29/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Hill Top Acquisition Corporation		
Street Address:	6440 S. Wasatch Blvd., Suite 105		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1225856	HILL TOP CHAMBER	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-651-6800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Frost Brown Todd LLC c/o Monica Dias		
Address Line 1:	3300 Great American Twr., 301 E. 4th St.		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	35500/384756		
NAME OF SUBMITTER:	Monica L. Dias		
Signature:	/mld/		
Date:	07/31/2013		
Total Attachments: 1 source=Assignment - HT Acquisition Corporation#page1.tif			

OP \$40.00 1225856

ASSIGNMENT OF INTELLECTUAL PROPERTY
(US)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (US) (this "Assignment") is entered into as of the ___ day of December, 2005, by Hill Top Research, Inc., an Ohio corporation ("Assignor"), in favor of Hill Top Acquisition Corporation, a Delaware corporation ("Assignee"). All capitalized terms not otherwise specifically defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of the 17th day of November, 2005, to which Assignor and Assignee are parties (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the Intellectual Property owned or used by Assignor; and

WHEREAS, Assignor desires to assign all right, title and interest in and to such Intellectual Property to Assignee.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees with Assignee as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in, to and under any Intellectual Property used or owned by Assignor.
2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.
3. No Modification. This Assignment is made pursuant to the terms of the Purchase Agreement and does not create any additional obligations, covenants, representations and warranties or alter or amend any of the obligations, covenants, representations and warranties contained in the Purchase Agreement. The provisions of the Purchase Agreement shall survive the execution and delivery of this Assignment. In the event of any inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
4. Construction. The headings of the sections and subsections of this Assignment are inserted as a matter of convenience and for reference purposes only and in no respect define, limit or describe the scope of this Assignment or of the intent of any section or subsection.
5. Choice of Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Ohio.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Hill Top Research, Inc., an Ohio corporation

By: 

Name: James Pearce

Its: President & CEO