

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

| | | | |
|----------------------------------|-----------------|-----------------------|---------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Merchandising Technologies, Inc. | | 08/01/2013 | CORPORATION: OREGON |

| | |
|-----------------------------|----------------------|
| RECEIVING PARTY DATA | |
| Name: | Mobile Tech, Inc. |
| Street Address: | 5665 Meadows |
| Internal Address: | Suite 150 |
| City: | Lake Oswego |
| State/Country: | OREGON |
| Postal Code: | 97035 |
| Entity Type: | CORPORATION: INDIANA |

| | | |
|----------------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 85942587 | M MTI |
| Serial Number: | 85942599 | M |

| | |
|---|----------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 5133810205 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 513-381-2838 |
| Email: | bayliss@taftlaw.com |
| Correspondent Name: | Linda D. Bayliss paralegal |
| Address Line 1: | 425 Walnut Street |
| Address Line 2: | Suite 1800 |
| Address Line 4: | Cincinnati, OHIO 45202 |

| | |
|--------------------------------|-----------------------------|
| ATTORNEY DOCKET NUMBER: | HKW02 GN004 |
| NAME OF SUBMITTER: | Linda D. Bayliss, paralegal |

| | |
|--|------------------------------|
| Signature: | /Linda D. Bayliss paralegal/ |
| Date: | 08/03/2013 |
| Total Attachments: 7 source=Trademark Assignment MTI#page1.tif source=Trademark Assignment MTI#page2.tif source=Trademark Assignment MTI#page3.tif source=Trademark Assignment MTI#page4.tif source=Trademark Assignment MTI#page5.tif source=Trademark Assignment MTI#page6.tif source=Trademark Assignment MTI#page7.tif | |

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of August 1, 2013 (the "Effective Date"), is made by and between Merchandising Technologies, Inc., an Oregon corporation with its principal place of business at 1050 NW 229th Avenue, Hillsboro, Oregon 97124 ("Assignor") and Mobile Tech, Inc., an Indiana corporation ("Assignee").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's registered and unregistered domestic and foreign trademarks, service marks and applications therefor, including without limitation the trademark and service mark registrations and applications listed in Schedule A attached hereto and incorporated herein by this reference, and all goodwill associated therewith and symbolized thereby (all of the foregoing being referred to herein as the "Trademarks");

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

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks together with all goodwill symbolized by and associated with the business conducted under the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole cost and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required and within Assignor's control). Such assistance shall include without limitation assistance relating to the following: (a) the preparation and prosecution of any application for registration of the Trademarks; (b) the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any

facts relating to the Trademarks assigned herein and this Assignment; and (c) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Trademarks.

3. Assignor hereby represents and warrants to Assignee that Assignor has the requisite power and authority to execute this Assignment.
4. This Assignment shall be interpreted and enforced pursuant to the laws of the State of New York without regard to conflict of law provisions thereof.
5. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

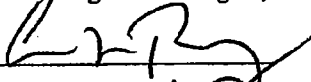
1898344

[Signature Page Follows]

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Merchandising Technologies, Inc.

By: 
Name: Chris L. Remy
Title: CEO

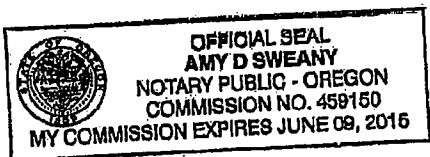
Mobile Tech, Inc.

By: _____
Name: Julianne S. Lis-Milam
Title: President

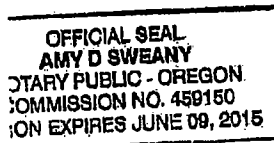
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Clackamas ss.:

The foregoing instrument was executed and acknowledged before me on this
31st day of July 2013 by Chris L. Remy



Amy D. Sweany
Notary Public - State of Oregon
Printed Name Amy D. Sweany



STATE OF _____
COUNTY OF _____ ss.:

The foregoing instrument was executed and acknowledged before me on this
____ day of _____ 2013 by _____.

Notary Public - State of _____
Printed Name _____

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

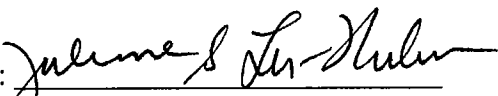
Merchandising Technologies, Inc.

By: _____

Name: _____

Title: _____

Mobile Tech, Inc.

By:  _____

Name: Julianne S. Lis-Milam

Title: President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____

ss.:

COUNTY OF _____

The foregoing instrument was executed and acknowledged before me on this _____ day of _____ 2013 by _____.

Notary Public - State of _____

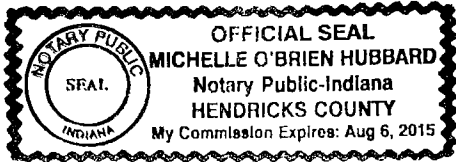
Printed Name _____

STATE OF INDIANA

ss.:

COUNTY OF MARION

The foregoing instrument was executed and acknowledged before me on this 30th day of July 2013 by Julianne S. Lis-Milam, President of Mobile Tech, Inc., an Indiana corporation.



A handwritten signature in black ink, appearing to read 'Michelle O'Brien Hubbard', written over a horizontal line.

Notary Public - State of Indiana

Printed Name: Michelle O'Brien Hubbard

SCHEDULE A
Trademarks

Registered Trademarks

| <u>Mark</u> | <u>Registration/Application Number</u> | <u>Registration/Application Date</u> |
|----------------|--|--------------------------------------|
| M MTI (design) | 85/942,587 | May 24, 2013 |
| M (design) | 85/942,599 | May 24, 2013 |

Unregistered Trademarks

Freedom
Intuition
Audition
Smartcable
SKU-Activated Merchandising
Lift
MTI-Andrews
Synergent
Synergic
Retail Foundry
Scout
Cast
ReAct
Freedom Maxx
Freedom Axis
Freedom Core
Freedom Universal
Freedom Universal 2.0
Freedom LP
Freedom LP3
Freedom LP4
Freedom Micro
MicroPlates
SmartTether
CarbonTether
AirTether
TruFeel
Shuko MX
Shuko RX