

TRADEMARK ASSIGNMENT

Electronic 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
	Omicron Consulting Inc.		02/01/2012
	Omicron Consulting, LLC		02/01/2012
			Entity Type
			CORPORATION: PENNSYLVANIA
			LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Omicron Development LLC		
Street Address:	16 Union Street		
City:	Medford		
State/Country:	NEW JERSEY		
Postal Code:	08055		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	1885440	OMICRON
CORRESPONDENCE DATA			
Fax Number:	6109339300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(610) 935-8600		
Email:	mp@iplaw-petock.com		
Correspondent Name:	Michael C. Petock		
Address Line 1:	PO Box 856		
Address Line 4:	Valley Forge, PENNSYLVANIA 19482		
ATTORNEY DOCKET NUMBER:	1264-1		
NAME OF SUBMITTER:	Michael C. Petock		
Signature:	/Michael C. Petock/		

CH \$40.00 1885440

Date:

08/13/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the 1st day of February, 2012 (“Effective Date”), by and between:

Omicron Development LLC, a New Jersey limited liability company (“**Assignee**”),

Omicron Consulting, LLC, a Pennsylvania limited liability company, and Omicron Consulting, Inc., a Pennsylvania corporation (collectively, “**Assignor**”), and

Randy M. Pritzker, an adult individual (“**Pritzker**”).

The Assignee, Assignor and Pritzker may be referred to herein each as a “**Party**” and collectively as the “**Parties**.”

BACKGROUND

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to acquire the right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

ASSIGNMENT

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to assignee as recipient of Assignors entire right, title, and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks in any and all countries.

WARRANTY

Assignor warrants that Assignor is the legal owner of all right, title and interests in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

GOVERNING LAW

This Assignment shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

SEVERABILITY


Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

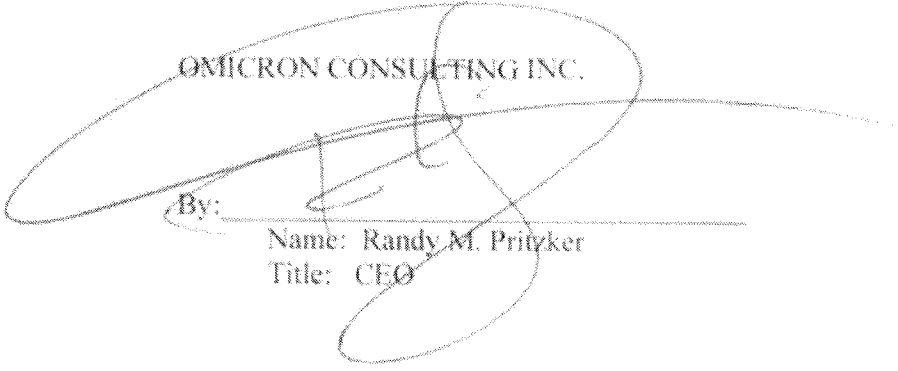
ASSIGNEE:

OMICRON DEVELOPMENT, LLC

By: 
Name: David F. Soll
Title: Managing Member

ASSIGNOR:

OMICRON CONSULTING INC.

By: 
Name: Randy M. Pritzker
Title: CEO

OMICRON CONSULTING LLC

By: 
Name: Randy M. Pritzker
Title: CEO

PRITZKER:



Randy M. Pritzker

Exhibit A

Trademark

