

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
FS Creations, Inc.		08/07/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Turning Technologies, LLC		
Street Address:	255 West Federal Street		
City:	Youngstown		
State/Country:	OHIO		
Postal Code:	44503		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2793124	MINDPOINT	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216.363.4677		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	26901-232		
NAME OF SUBMITTER:	Duncan H. Poirier		
Signature:	/Duncan H. Poirier/		

900263970

TRADEMARK
 REEL: 005093 FRAME: 0819

OP \$40.00 2793124

Date:

08/19/2013

Total Attachments: 4

source=FS Creations Inc Trademark Assignment#page1.tif

source=FS Creations Inc Trademark Assignment#page2.tif

source=FS Creations Inc Trademark Assignment#page3.tif

source=FS Creations Inc Trademark Assignment#page4.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), effective the 6th day of August, 2013 is made and entered into by **FS Creations, Inc.** (the “**Assignor**”) in favor of **Turning Technologies, LLC** (the “**Assignee**”).

WHEREAS, Assignor owns all right, title and interests in and to the trademarks, trademark applications and trademark registrations identified and set forth on the attached Schedule A, and all goodwill associated therewith (collectively, the “Marks”);

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor’s right, title and interest in and to the Marks and all goodwill associated with the Marks.

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

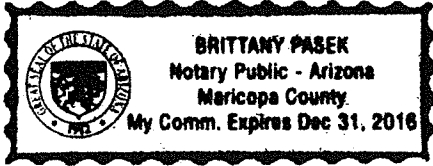
1. Assignor hereby irrevocably sells, conveys, assigns and transfers unto Assignee all of Assignor’s right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, including, without limitation, all registrations and applications therefor, all rights that have accrued under common law, all renewals and extensions of the registration and all corresponding rights that are or may be secured under the laws of the United States for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment has not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution and other violation of the foregoing, and all rights to recover damages, including lost profits, due or accrued, or receive injunctive relief in connection therewith, and all rights corresponding thereto worldwide.

2. Assignee may elect to record this Trademark Assignment with any trademark office, including the USPTO, and all costs and fees in connection with recording this Trademark Assignment shall be paid at the sole expense of the Assignee.

3. If necessary, Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as reasonably necessary to effectuate the purposes of this Trademark Assignment, at Assignee’s sole cost and expense.

4. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.



FS Creations, Inc.

By: [Signature]

Name: Rich Fessessy

Title: President and CEO

STATE OF Arizona)

) ss:

COUNTY OF Maricopa)

On this 7 day of August, 2013, before me appeared Rich Fennessy, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of FS Creations, Inc. with authority to do so.

[Signature]
Notary Public

Turning Technologies, LLC

By: _____

Name: Michael Broderick

Title: Chief Executive Officer

STATE OF OHIO)

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first written above.

FS Creations, Inc.

By: _____
Name: Rich Fessessy
Title: President and CEO

STATE OF _____)

) ss:

COUNTY OF _____)

On this ____ day of August, 2013, before me appeared Rich Fennessy, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of FS Creations, Inc. with authority to do so.

Notary Public

Turning Technologies, LLC

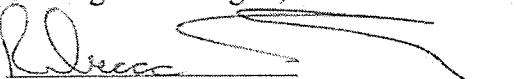
By: 
Name: Michael Broderick
Title: Chief Executive Officer

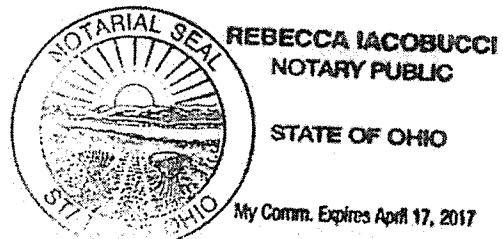
STATE OF OHIO)

) ss:

COUNTY OF MAHONING)

On this ____ day of August, 2013, before me appeared Michael Broderick, the person who signed this instrument, who acknowledged that she/he signed it as a free act on behalf of Turning Technologies, LLC with authority to do so.


Notary Public



SCHEDULE A – Trademarks

MINDPOINT; U.S. Registration No. 2,793,124; Registered 12/9/2003