

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
Bank of North Carolina		09/12/2013	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Red Wing Innovations, LLC		
Street Address:	2211 Eastchester Dr.		
City:	High Point		
State/Country:	NORTH CAROLINA		
Postal Code:	27265		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3982718	REDWING INNOVATIONS	
CORRESPONDENCE DATA			
Fax Number:	3362329075		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	336-373-8850		
Email:	dsar@brookspierce.com		
Correspondent Name:	David W. Sar		
Address Line 1:	P.O. Box 26000		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	BANK OF NC - RWI		
NAME OF SUBMITTER:	David W. Sar		
Signature:	/DavidWSar/		

Date:

09/16/2013

Total Attachments: 3

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Assignment

This Assignment ("Assignment"), having an effective date as of the date set forth below, is entered into by and between Bank of North Carolina, a North Carolina corporation ("Assignor"), and Red Wing Innovations, LLC, a North Carolina limited liability company ("Assignee"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Assignee desires for Assignor to transfer to Assignee all of Assignor's right, title, privileges and interest in and to each of the trademarks, proprietary indicia, trade styles, trade dresses, logos, symbols, source identifiers, brand names, trade names, and designations identified in the attached Exhibit 1, as well as the associated trademark, service mark, and trade name rights and goodwill (collectively, the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration of \$1.00 and such other things as the Parties have exchanged, if any, the receipt of which is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, assigns, quit-claims, delivers and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to each and every of the Trademarks, together with all goodwill appurtenant thereto, all common law, statutory, state, federal, foreign and international rights thereto, and all registration(s) and application(s) for the registration of any of the Trademarks, whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority, including without limitation those application(s) and registration(s) set forth on the attached Exhibit 1, to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made. Included without limitation within this assignment are, and Assignor hereby expressly conveys, assigns and transfers all of Assignor's rights under any claim relating to any of the Trademarks that arose at any time prior and up to the conveyance of the Trademarks under this Assignment, including, without limitation, all rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of any of the Trademarks and to recover, collect and hold all damages, profits and other compensation arising from such third party's unlawful acts.

Assignee assumes and will indemnify, defend and hold harmless Assignor for any and all losses, liabilities, judgments, claims, taxes, assessments, damages and expenses, including legal fees, expenses and costs arising from or relating to any claim, whether arising, asserted or existing before or after the date of this Assignment, concerning any of the Trademarks or its/their use.

Assignor, at the request of Assignee or its counsel, and at no additional charge to Assignee, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed.

Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership interest and rights to Assignee and to execute and file any such instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing, when requested, lawful and truthful testimony, affidavit(s), statement(s), and assistance relating to any of the Trademarks, the creation, nature and timing of its use of any of the Trademarks, and to any efforts to apply for, register, obtain, explain, record, protect, enforce, police, prosecute, defend, affirm, enhance, expand, divide, nationalize, continue, reissue, memorialize, document, assign, encumber, confirm, renew, or maintain any rights in any of the Trademarks. Assignor shall further do and perform all lawful and truthful acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment.

Signed under seal as of September 12, 2013.

ASSIGNOR

BANK OF NORTH CAROLINA

By:  (SEAL)
Ron Gorczynski, EVP Chief Accounting Officer

ASSIGNEE

RED WING INNOVATIONS, LLC

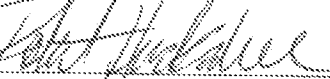
By:  (SEAL)
Robert Huckabee, CMO, Managing Partner

Exhibit 1

Trademarks

1. REDWING INNOVATIONS
2. US Trademark Reg. No. 3,982,718 for the composite mark of REDWING INNOVATIONS and design
3. the following logo:

