

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
Inovar Packaging Group, LLC		09/09/2013	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	DOT-IT Restaurant Fulfillment, LLC		
Street Address:	899 Montreal Circle		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55102		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3341929	DAYSPENSER	
Registration Number:	3499156	DOT:IT	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-977-8229		
Email:	ababcock@briggs.com		
Correspondent Name:	Audrey Babcock		
Address Line 1:	80 South 8th Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	20960.10		
NAME OF SUBMITTER:	Audrey J. Babcock		

Signature:	/Audrey J. Babcock/
Date:	09/17/2013
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

**ASSIGNMENT AND TRANSFER OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment") is entered into to be effective as of September 9, 2013, by and between Inovar Packaging Group, LLC, a Texas limited liability company ("Assignor") having a business address at 602 Magic Mile Street, Arlington, Texas 76011, United States of America, and DOT-IT Restaurant Fulfillment, LLC, a Minnesota limited liability company ("Assignee") having a business address at 899 Montreal Circle, St. Paul, Minnesota 55102, United States of America. Capitalized terms used in this Assignment, including the recitals and this preamble, will have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, reference is hereby made to that certain Asset Purchase Agreement, dated to be effective as of June 28, 2013, by and among National Checking Company, Assignor and Assignee (hereinafter, the "Purchase Agreement"), providing, among other things, for the sale by Assignor, and the purchase by Assignee, of all Assignor's right, title and interest in and to the intellectual property set forth on Schedule 1 hereto (the "Transferred Intellectual Property"); and

WHEREAS, in order to effectuate the sale and purchase of the Transferred Intellectual Property, Assignor is executing and delivering this Assignment to Assignee;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby act and agree as follows:

Assignor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, and RELINQUISHES exclusively unto Assignee all of Assignor's right, title and interest in and to the Transferred Intellectual Property, including, without limitation: (i) the patents and patent applications included in the Transferred Intellectual Property, the inventions disclosed and claimed therein, and any renewals, reexaminations, reissues, extensions, substitutions, continuations, continuations-in-part, or divisionals thereof; (ii) the goodwill of the Business symbolized by the names, marks, trade dress and other indicators of source included in the Transferred Intellectual Property, together with all registrations, applications for registration and common law rights in the United States and any state thereof and in any country in the world; (iii) copyrights and any copyright registrations and applications included in the Transferred Intellectual Property; and (iv) confidential and proprietary information, including trade secrets, databases and other data compilations, know-how, inventions, invention disclosures, engineering designs, specifications and documentation included in the Transferred Intellectual Property. Further, Assignor hereby GRANTS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, BARGAINS, DELIVERS, and RELINQUISHES exclusively unto Assignee all right, title and interest in and to any and all claims and demands Assignor has or may have either at law or in equity arising out of any past infringements or misappropriations of the Transferred Intellectual Property.

As and when requested by Assignee from time to time, Assignor shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment or any related provision of the Purchase Agreement. Assignor hereby expressly agrees that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment in the United States Patent and Trademark Office or other applicable agency or governmental entity. Assignee shall bear all costs of filing or recording any assignment.

Assignor hereby acknowledges that, from and after the effective date of this Assignment, Assignee has acceded to all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Transferred Intellectual Property; (ii) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title, or interest assigned hereunder; (iii) defend and compromise any and all such actions, suits, or proceedings relating to any right, title, or interest assigned hereunder, and perform all other such acts in relation thereto as Assignee, in its sole discretion, deems advisable, and (iv) register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Intellectual Property, including, but without limitation, any patent, copyright, and trademark protection.

Assignor hereby waives and relinquishes any and all rights that it may have to any utilization of the Transferred Intellectual Property or to object to any use of the Transferred Intellectual Property by Assignee.

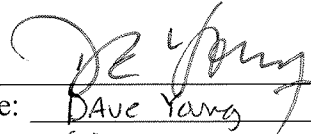
It is contemplated that Assignor may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Transferred Intellectual Property. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.

This Assignment shall bind Assignor and inure to the benefit of Assignee and its successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Assignment and Transfer of Intellectual Property Agreement has been duly executed by the parties hereto as of the date first above written.

INOVAR PACKAGING GROUP, LLC, a Texas limited liability company

By: 
Name: DAVE YANG
Its: CEO

DOT-IT RESTAURANT FULFILLMENT, LLC, a Minnesota limited liability company


By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, this Assignment and Transfer of Intellectual Property Agreement has been duly executed by the parties hereto as of the date first above written.

INOVAR PACKAGING GROUP, LLC, a Texas limited liability company

By: _____
Name: _____
Its: _____

DOT-IT RESTAURANT FULFILLMENT, LLC, a Minnesota limited liability company

By:  _____
Name: Mark J. Huttinger
Its: Treasurer

SCHEDULE 1

Patents and Patent Applications

Patent or Patent Application Number	Country or Jurisdiction	Title	Filing Date
Design Patent No. D556,831	United States	CONTAINER	May 19, 2006
Design Patent No. D568,048	United States	DIVIDER	May 19, 2006
Design Patent No. D568,049	United States	DIVIDER	February 15, 2007
Patent No. 7,500,635	United States	CONTAINER FOR DISPENSING MATERIAL FROM A ROLL	May 16, 2007
Patent Application No. 07783862.1	Europe	CONTAINER FOR DISPENSING MATERIAL FROM A ROLL	May 17, 2007

Trademarks

Trademark	United States Registration Number
DAYSPENSER	3,341,929
DOT●IT	3,499,156