

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
MAG IAS, LLC		07/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	5Me IP, LLC
Street Address:	4270 Ivy Pointe Boulevard
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45245
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3836712	CYCLO COOL
Registration Number:	3836713	CYCLO COOL
Registration Number:	3921611	CYCLO CUT
Registration Number:	3927351	CYCLO CUT
Registration Number:	0601287	DAVIS
Registration Number:	3439409	FREEDOM ELOG

CORRESPONDENCE DATA

Fax Number: 2486894071
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 248-689-3500
 Email: rivard@reising.com, ribando@reising.com
 Correspondent Name: Brian L. Ribando
 Address Line 1: P.O. Box 4390
 Address Line 4: Troy, MICHIGAN 48099-4390

OP \$165.00 3836712

ATTORNEY DOCKET NUMBER:	8252.3000.000
NAME OF SUBMITTER:	Brian L. Ribando
Signature:	/Brian L. Ribando/
Date:	09/23/2013
Total Attachments: 8 source=5ME MARKS#page1.tif source=5ME MARKS#page2.tif source=5ME MARKS#page3.tif source=5ME MARKS#page4.tif source=5ME MARKS#page5.tif source=5ME MARKS#page6.tif source=5ME MARKS#page7.tif source=5ME MARKS#page8.tif	

CONTINUATION OF ITEM 4

Trademark Registration No.
3921611
3927351
601287
3439409

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of June 30, 2013, is made by and between MAG IAS, LLC, a Delaware limited liability company (the "**Assignor**"), and 5Me IP LLC, a Delaware limited liability company (the "**Assignee**"), a wholly-owned subsidiary of Assignor and the transferee of certain assets of Assignor pursuant to a Contribution Agreement between Assignee and Assignor, dated as of June 30, 2013 (the "**Contribution Agreement**").

WHEREAS, under the terms of the Contribution Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1 Assignment. In consideration for the execution of the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"):

(a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner of Patents and Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or to Assignee's designee.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Delaware).

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

MAGIAS, LLC

By: [Signature]
Name: DAVID NOWICKI
Title: TREASURER

NOTARIZATION:

State of MICHIGAN County of MACOMB
On this 26th day of JULY, 2013 before me a Notary Public in and for said County, personally appeared DAVID NOWICKI, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

[Signature] State of MICHIGAN County of MACOMB
Notary Public
My comm. expires: 10/13/15

MARCIA D. MC CANN [NOTARY SEAL]
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Oct 13, 2015
ACTING IN COUNTY OF MACOMB

AGREED AND ACCEPTED TO: SMe IP LLC

By: _____
Name: _____
Title: _____

NOTARIZATION:

State of _____ County of _____
On this _____ day of _____, 20__ before me a Notary Public in and for said County, personally appeared _____, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

State of _____-County of _____

Notary Public
My comm. expires: _____

[NOTARY SEAL]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

MAG IAS, LLC

By: _____
Name:
Title:

NOTARIZATION:

State of _____ County of _____
On this _____ day of _____, 20__ before me a Notary Public in and for said County, personally appeared _____, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.
State of _____ -County of _____

Notary Public
My comm. expires: _____

[NOTARY SEAL]

AGREED AND ACCEPTED TO:

5Me IP LLC

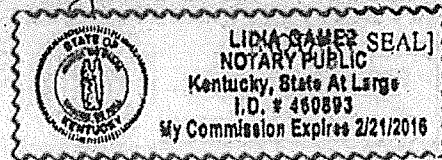
By: William Horwarth
Name: WILLIAM HORWARTH
Title: PRESIDENT

NOTARIZATION:

State of Kentucky County of Boone
On this 26 day of July, 2013 before me a Notary Public in and for said County, personally appeared William Horwarth, to me known to be the person who executed the above instrument and acknowledged the same to be his free act and deed.

State of Kentucky -County of Boone

Lidia Gomez
Notary Public
My comm. expires: 02/21/2016



5Me
July 18, 2013

Schedule A to Trademark Assignment
Trademarks

Docket Number	Country	Trademark	Client	Application #	Filing Date	Registration #	Registration Date
8252-3035-1	US	5ME	5ME	85/614840	27-May-2012		
8252-3035-2	US	5ME	5ME	85/908953	19-Apr-2013		
8252-3029-1	US	CYCLO 400	5ME	85/259778	07-Mar-2011		
8052-3066-7	BR	CYCLO COOL	5ME	Unfiled			
8252-3066-1	US	CYCLO COOL	5ME	77/762941	18-Jun-2009	3836712	24-Aug-2010
8252-3066-10	TW	CYCLO COOL	5ME	Unfiled			
8252-3066-2	DE	CYCLO COOL	5ME	302009035015.9	18-Jun-2009	302009035015.9	10-Nov-2009
8252-3066-3	WP	CYCLO COOL	5ME	1033216	14-Dec-2009	1033216	14-Dec-2009
8252-3066-3	RU	CYCLO COOL	5ME	1033216	14-Dec-2009	1033216	14-Dec-2009
8252-3066-3	IT	CYCLO COOL	5ME	1033216	14-Dec-2009	1033216	14-Dec-2009
8252-3066-3	FR	CYCLO COOL	5ME	1033216	14-Dec-2009	1033216	14-Dec-2009
8252-3066-3	UK	CYCLO COOL	5ME	1033216	14-Dec-2009	1033216	14-Dec-2009
8252-3066-4	CA	CYCLO COOL	5ME	1559359	11-Jan-2012		
8252-3066-5	MX	CYCLO COOL	5ME	1232451	02-Dec-2011		
8252-3066-6	AR	CYCLO COOL	5ME	Unfiled			
8252-3066-8	IN	CYCLO COOL	5ME	Unfiled			
8252-3066-9	ZA	CYCLO COOL	5ME	Unfiled			
8252-3069-1	US	CYCLO COOL and design	5ME	77/762944	18-Jun-2009	3836713	24-Aug-2010
8252-3069-2	DE	CYCLO COOL and design	5ME	302009035017.5	18-Jun-2009	302009035017.5	10-Nov-2009
8252-3067-1	US	CYCLO CUT	5ME	77/755303	09-Jun-2009	3921611	22-Feb-2011
8252-3067-10	TW	CYCLO CUT	5ME	Unfiled			
8252-3067-2	DE	CYCLO CUT	5ME	302009035014.0	18-Jun-2009	302009035014.0	17-Nov-2009
8252-3067-3	WP	CYCLO CUT	5ME	1032584	14-Dec-2009	1032584	14-Dec-2009
8252-3067-3	GB	CYCLO CUT	5ME	1032584	14-Dec-2009	1032584	14-Dec-2009
8252-3067-3	RU	CYCLO CUT	5ME	1032584	14-Dec-2009	1032584	14-Dec-2009
8252-3067-3	IT	CYCLO CUT	5ME	1032584	14-Dec-2009	1032584	14-Dec-2009
8252-3067-3	FR	CYCLO CUT	5ME	1032584	14-Dec-2009	1032584	14-Dec-2009
8252-3067-4	CA	CYCLO CUT	5ME	1559360	11-Jan-2012		
8252-3067-5	MX	CYCLO CUT	5ME	1232452	02-Dec-2011	1285419	15-May-2012
8252-3067-6	AR	CYCLO CUT	5ME	Unfiled			
8252-3067-7	BR	CYCLO CUT	5ME	Unfiled			
8252-3067-8	IN	CYCLO CUT	5ME	Unfiled			
8252-3067-9	ZA	CYCLO CUT	5ME	Unfiled			
8252-3068-1	US	CYCLO CUT and design	5ME	77/755334	09-Jun-2009	3927351	08-Mar-2011

**Schedule A to Trademark Assignment
Trademarks**

8252-3068-2	DE	CYCLO CUT and design	SME	302009035016.7	18-Jun-2009	302009035016.7	17-Nov-2009
8252-3034-1	US	DAVIS	SME	71644552	01-Apr-1953	601287	25-Jan-1955
8252-3036-1	CA	Davis and Design	SME	296163	04-Apr-1966	154688	02-Dec-1967
8252-3003-1	US	FREEDOM ELOG	SME	77187106	22-May-2007	3439409	03-Jun-2008
8252-3003-10	TW	FREEDOM ELOG	SME	96051901	05-Nov-2007	01318159	16-Jul-2008
8252-3003-2	EM	FREEDOM ELOG	SME	006373468	17-Oct-2007	006373468	16-Jul-2008
8252-3003-3	CA	FREEDOM ELOG	SME	1367849	17-Oct-2007	731088	16-Dec-2008
8252-3003-4	RU	FREEDOM ELOG	SME	2007731573	11-Oct-2007		
8252-3003-6	IN	FREEDOM ELOG	SME	1615108	25-Oct-2007		
8252-3003-7	JP	FREEDOM ELOG	SME	1117572007	01-Nov-2007		
8252-3003-8	MX	FREEDOM ELOG	SME	888497	11-Oct-2007	1079306	16-Jan-2009
8252-3003-9	BR	FREEDOM ELOG	SME	829480510	22-Nov-2007	829480510	21-Aug-2012
8252-3001-1	US	FREEDOM EVIEW	SME	77187091	22-May-2007		
8252-3001-10	EM	FREEDOM EVIEW	SME	006402622	30-Oct-2007	006402622	09-Sep-2008
8252-3001-2	TW	FREEDOM EVIEW	SME	96051899	05-Nov-2007	01318157	16-Jul-2008
8252-3001-3	BR	FREEDOM EVIEW	SME	829480455	22-Nov-2007	829480455	21-Aug-2012
8252-3001-4	MX	FREEDOM EVIEW	SME	888498	11-Oct-2007	1079307	16-Jan-2009
8252-3001-5	JP	FREEDOM EVIEW	SME	1117582007	01-Nov-2007		
8252-3001-6	IN	FREEDOM EVIEW	SME	1615109	25-Oct-2007		
8252-3001-8	RU	FREEDOM EVIEW	SME	2007731571	11-Oct-2007		
8252-3001-9	CA	FREEDOM EVIEW	SME	1367848	17-Oct-2007		
8252-3002-1	US	FREEDOM NC	SME	77187134	22-May-2007		
8252-3002-10	EP	FREEDOM NC	SME	6373344	17-Oct-2007	6373344	02-Sep-2008
8252-3002-3	BR	FREEDOM NC	SME	829480544	22-Nov-2007		
8252-3002-5	MX	FREEDOM NC	SME	888492	11-Oct-2007	1079305	16-Jan-2009
8252-3002-5	JP	FREEDOM NC	SME	1117562007	01-Nov-2007		
8252-3002-6	IN	FREEDOM NC	SME	1615107	25-Oct-2007		
8252-3002-8	RU	FREEDOM NC	SME	2007731572	11-Oct-2007		
8252-3002-9	CA	FREEDOM NC	SME	1367850	17-Oct-2007		
8252-3002-2	TW	FREEDOM NC	SME	96051900	05-Nov-2007	1318158	16-Jul-2008