

TRADEMARK ASSIGNMENT

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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	Entity Type
Flaga Group ehf		12/31/2009	CORPORATION: ICELAND
RECEIVING PARTY DATA			
Name:	Embla Systems, Inc.		
Street Address:	11001 West 120th Avenue, Suite 200		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2012511	EMBLA	
CORRESPONDENCE DATA			
Fax Number:	4152938001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4152938436		
Email:	mathew@temmermanlaw.com		
Correspondent Name:	Mathew J. Temmerman		
Address Line 1:	One Market Street, Spear Tower		
Address Line 2:	36th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	103.512		
NAME OF SUBMITTER:	Mathew J. Temmerman		
Signature:	/Mathew J Temmerman/		

Date:

01/16/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made, executed and delivered as of December 31, 2009, by Flaga Group ehf (f/k/s Flaga ehf), an Icelandic corporation with an address at Borgartúni 26, 105 Reykjavik ("Assignor"), for the benefit of Embla Systems, Inc., a New York corporation with an address at 11001 West 120th Ave., Suite 200, Broomfield CO 80021 ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under the trademarks and trademark applications set forth on Schedule A attached hereto (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers, conveys, delivers, and assigns to Assignee, and Assignee hereby accepts the transfer, conveyance, delivery, and assignment of, all of Assignor's right, title and interest in, to, and under the Marks, together with all translations, adaptations, derivations and combinations thereof and all goodwill of the business associated therewith or symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

To the extent the Marks include any United States trademark application that is based on an intent-to-use, Assignor acknowledges that this Assignment is to a successor to that portion of Assignor's business to which the Marks pertain, in accordance with 15 U.S.C. §1060(a)(1).

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Marks are registered to record Assignee as the owner of the Marks and issue any trademarks which may be granted on any applications included in the Marks to Assignee as assignee of the entire right, title and interest therein and thereto.

Assignor agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits and other papers and to take such further actions as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Marks. Without limitation, Assignor shall provide Assignee, its successors and assigns, or their legal representatives, such information as Assignee may reasonably request (including execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee reasonably may deem

appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) in the implementation of this Assignment.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

The covenants, agreements, representations and warranties provided in the Asset Purchase Agreement with respect to the Marks are hereby incorporated herein by this reference and shall inure to the benefit of Assignee and its successors and assigns, and be binding upon Assignor and its successors, subject to the limitations, terms and conditions of the Asset Purchase Agreement. In the event of any conflict or other inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

Flaga Group ehf

By: *Boði Pálsson*
Name: Boði Pálsson
Title: CHAIRMAN OF THE BOARD

SCHEDULE A

MARK	SERIAL NO.	REG. NO.
EMBLA	74593056	2012511
EMBLETTA	76072817	2592597
REMBRANDT	75-436,211	2228515