

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Transfer and Sublet Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifeline International, Inc.		11/01/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Kayo Technology, Inc.		
Street Address:	3201 Syene Road		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53713		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85342487	KIIO	
Serial Number:	85342486	KAYO TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	414-273-3500		
Email:	jgregor@gklaw.com		
Correspondent Name:	Jennifer L. Gregor; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	010064-0009		
NAME OF SUBMITTER:	Jennifer L. Gregor		
Signature:	/Jennifer L. Gregor/		

Date:

02/14/2014

Total Attachments: 8
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**ASSET TRANSFER AND
SUBLET AGREEMENT**

This ASSET TRANSFER AND SUBLET AGREEMENT ("Agreement"), is made and entered into as of November 1, 2012 (the "Effective Date") by and between Kayo Technology, Inc. ("Kayo") and Lifeline International, Inc. ("Lifeline").

RECITALS

A. Kayo had previously served as Lifeline's project manager in connection with the development and commercialization of certain technology and other assets for a device and related software and applications that measure physical force. This technology and product development project is known as the "kiio project."

B. Lifeline has determined to terminate its services agreement with Kayo as Project Manager and instead transfer the kiio project to Kayo in exchange for Kayo's assumption of the liabilities related to the same and other good valuable consideration, as more fully described herein.

AGREEMENT

SECTION 1. DEFINITIONS.

1.1 Definitions. Any capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning indicated below:

Redacted

"Assets" shall mean (i) any and all interests and rights related to the Agreements, (ii) all of the assets, products in development and other property and rights listed on Exhibit A, (iii) the Accounts Receivable, (iv) the Fixed Assets, (v) the Intellectual Property, (vi) the Inventory; and (vii) the Records used in the Business by Lifeline or by Kayo as project manager of the Business.

Redacted

"Business" shall mean the assets, technology, concepts and operations related to the kiio project as of the Effective Date.

Redacted

"Intellectual Property" means all of the following items of the Business and related to the Business, along with all income, royalties, damages and payments due or payable with respect thereto, including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world: (a) patents, patent applications, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation in part, division, revision, extension or reexamination thereof; (b) trademarks, trademark registrations, trademark applications, service marks, trade dress, logos, domain names, trade names (including, without limitation, the names "Kayo," "Kayo Technology", and "Kiiio") and corporate names together with all goodwill associated therewith; (c) copyrights registered or unregistered and copyrightable works; mask works; and all registrations, applications and renewals for any of the foregoing; (d) trade secrets and confidential information (including but not limited to, ideas, know how, research and development information, drawings, specifications, designs, plans, proposals, formulas, manufacturing, processing, and packaging information, technical data, financial, business and marketing plans and systems, and customer and supplier lists and related information); computer software (object and source code) and software systems, (including data, databases and related documentation).

Redacted

"Licensed Patents" shall mean U.S. Patents No. 6923750 and No. 6497641 and all continuations, continuations-in-part, divisions, or renewals thereof, all patents that may be granted therefrom, all reissues, re-examinations, or extensions of such patents, and in and to any applications that have been or shall be filed in any foreign countries claiming priority thereto, and all patents or utility models of foreign countries that may be granted therefrom.

"Products" mean any and all products that employ or are in any way produced by the practice of an invention claimed in the Licensed Patents or that would otherwise constitute infringement of any claims of the Licensed Patents.

"Records" means the files, books, documents and records of Lifeline used or needed in the conduct of the Kayo Business, including Kayo accounting records, all documents reflecting transactions with customers and suppliers, data in computer files, correspondence, governmentally required records, manuals, engineering data, designs, drawings, blueprints, plans, specifications, surveys, appraisals, lists, customer lists, computer media, software and software documentation, sales literature, catalogues, promotional items, advertising materials, and other written materials.

SECTION 2. TRANSFER OF ASSETS.

2.1 In exchange for the assumptions of obligations described in Section 3 below, the distribution agreements in Section 5 below, and the Sublease in Section 6, as of the Effective Date, Lifeline hereby agrees to sell, assign, convey, transfer and deliver to Kayo, the Assets and all of Lifeline's interest, to the extent assignable or transferable, in and to all of the Agreements.

2.2 As of the Effective Date, Kayo accepts the Assets and the assignment of the Agreements.

SECTION 3. ASSUMPTION OF OBLIGATIONS.

3.1 As consideration for the Assets, Kayo shall assume and perform the Assumed Liabilities from and after the Effective Date.

3.2 Notwithstanding any other provision of this Agreement, Kayo shall not assume, or otherwise be responsible for, the Excluded Liabilities or any portion thereof.

SECTION 4. LICENSE.

4.1 Robert Hinds is the Inventor and owner of two U.S. Patents, No. 6923750 and No. 6497641 related to slotted pocket exchange design for which he licenses to Lifeline.

4.2 Hinds acknowledges and agrees that in connection with his ownership interest in both Lifeline and Kayo, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, he agrees to grant the license to Kayo set forth in Section 4.3.

4.3 Hinds hereby grants to Kayo a non-exclusive, irrevocable, perpetual, royalty-free, fully paid-up right under the Licensed Patents to develop, make, use, market, sell and export or otherwise commercialize Products anywhere in the world.

SECTION 5. DISTRIBUTION RIGHTS

Redacted

Redacted

SECTION 6. SUBLEASE.

Redacted

SECTION 7. MISCELLANEOUS.

7.1 This Agreement shall be interpreted under the laws of the State of Wisconsin, without regard to such state's conflict of law principles.

7.2 This Agreement constitutes the entire Agreement between Kayo and Lifeline with respect to the subject matter hereof and supersedes all prior proposals, negotiations, communications and agreements between Kayo and Lifeline with respect to the subject matter hereof, whether oral or written.

7.3 This Agreement has been duly authorized, executed and delivered by each of the parties hereto and constitutes the legal, valid and binding obligations of the parties enforceable against each of the parties in accordance with its terms.

7.4 This Agreement shall not be amended or modified except by a subsequent written agreement between each of Kayo and Lifeline.

7.5 Each of the parties to this Agreement has had the opportunity to review this Agreement and consult with legal counsel of its choosing regarding the rights and obligations of the parties under this Agreement prior to the execution hereof.

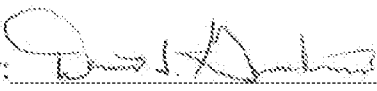
7.6 From time to time, as and when requested by a party, the other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such party may reasonably deem necessary or desirable to carry out the purposes of this Agreement.

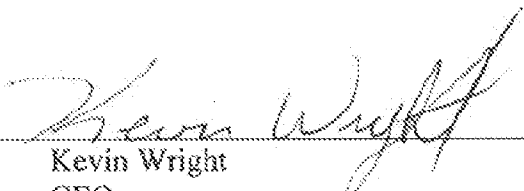
7.7 This Agreement may be executed in counterpart each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile or pdf signature may be executed as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date and year first above written.

KAYO TECHNOLOGY, INC.

LIFELINE INTERNATIONAL, INC.

By: 
David Grandin
President

By: 
Kevin Wright
CEO

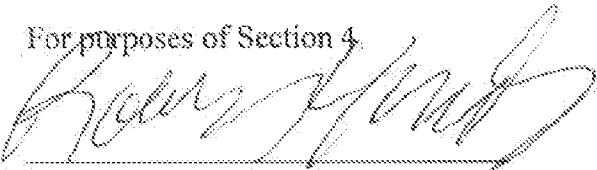
For purposes of Section 4

Robert Hinds

EXHIBIT A

kiio project ASSETS

Trademark Applications

1. kiio
Serial Number: 85/342,487
2. Kayo Technology
Serial Number: 85/342,486

Redacted



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Intellectual Property

48. Kayo and Product Logos
49. URLs: kayotechnology.com
50. Patent Ideas Documentation
51. User Feedback Reports
52. SBIR NIH Phase 1 grant application
53. Business Plans, executive summaries, budgets, presentations

EXHIBIT B
AGREEMENTS

