

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
IPADENCLOSURES,LLC		02/17/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	ARMORACTIVE INC.		
Street Address:	10213 South Calla Lily Way		
City:	Sandy		
State/Country:	UTAH		
Postal Code:	84092		
Entity Type:	CORPORATION: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4176844	ARMOR ACTIVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801.438.2000		
Email:	jmatson@btjd.com		
Correspondent Name:	Jeffrey E. Matson		
Address Line 1:	3165 East Millrock Drive, Suite 500		
Address Line 4:	Salt Lake City, UTAH 84121		
NAME OF SUBMITTER:	Jeffrey E. Matson		
Signature:	/Jeffrey E. Matson/		
Date:	02/17/2014		

OP \$40.00 4176844

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made effective as of February 17, 2014, by iPadEnclosures, LLC, a Utah limited liability company (“*Assignor*”), to ArmorActive Inc., a Utah corporation (“*Assignee*”).

WHEREAS, Assignor owns all right, title, and interest in and to the trademark identified on Exhibit A attached hereto (the “*Trademark*”); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, all right, title, and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, grants, transfers, conveys, assigns, and delivers to Assignee, and its successors and assigns, all of Assignor’s right, title, and interest in and to the Trademark, all trademark applications and registrations related thereto, all of the goodwill of the business of Assignor embodied in and/or symbolized by the Trademark and all other portions of Assignor’s business to which the Trademark pertains, the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present, or future infringement or dilution of or damage or injury to the Trademark, the registrations thereof, or such associated goodwill, and all other rights arising from and/or relating to the Trademark, now or hereafter existing, in the United States and in any foreign countries. All such ownership, rights, title, and interest are to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor authorizes and requests the United States Patent and Trademark Office, and any official of any country foreign to the United States whose duty it is to issue patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Assignee and Assignee’s successors, assigns, and other legal representatives in accordance with this instrument.

2. Further Actions. Assignor further agrees that, without additional consideration, but at Assignee’s expense, Assignor will take such further actions and execute and have executed promptly such further documents, instruments, and papers as are deemed necessary by Assignee to effect and record the above assignment, including any actions or documents required by the applicable registrar or other official to document the transfer herein (such as application to the United States Patent and Trademark Office for approval and recording of this Assignment) or as may be necessary to protect, secure, and vest good, valid, and marketable title to the Trademark and any and all related rights in Assignee (including, without limitation, providing testimony in any interference, litigation, or proceeding related to title to the Trademark).

If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. Successors and Assigns. This instrument shall be binding upon Assignor and its legal representatives, successors, and assigns and inure to the benefit of Assignee and its legal representatives, successors, and assigns.

4. Entire Agreement. This Assignment and the other documents required to be delivered pursuant hereto or referenced herein constitute the entire understanding and agreement between the parties hereto with regard to the specific subject matter hereof, and neither party hereto shall be liable or bound by any representation, warranty, covenant, or agreement except as specifically set forth herein. Any previous agreement (whether written, oral, or implied) between the parties relative to the specific subject matter hereof is superseded by this Assignment.


5. Counterparts. This Assignment may be executed in separate counterparts, by original, facsimile, or electronic signature, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, effective as of the date first written above.

ASSIGNOR:

IPADENCLOSURES, LLC

By: 
Name: Scott Paul
Title: Manager

ASSIGNEE:

ARMORACTIVE INC.


By: 
Gregory Scott Paul, President

EXHIBIT A

TRADEMARK

Mark	Country	Status	Registration No.
ARMOR ACTIVE	USA	Registered	4176844