

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZCO LIQUIDATING CORPORATION F/K/A OCZ TECHNOLOGY GROUP, INC.		02/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIREPOWER TECHNOLOGY, INC.		
Street Address:	325 ROXBURY CIRCLE		
City:	COLORADO SPRINGS		
State/Country:	COLORADO		
Postal Code:	80906		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3352055	SILENCER	
Registration Number:	1755030	TURBO-COOL	
Registration Number:	1778764	SILENCER	
Registration Number:	3859399	PC POWER AND COOLING	
CORRESPONDENCE DATA			
Fax Number:	6163367000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	616-336-6000		
Email:	trademarks@varnumlaw.com		
Correspondent Name:	Timothy E. Eagle		
Address Line 1:	333 Bridge Street, P.O. Box 352		
Address Line 4:	Grand Rapids, MICHIGAN 49501		
ATTORNEY DOCKET NUMBER:	ACRISURE		
NAME OF SUBMITTER:	Timothy E. Eagle		
SIGNATURE:	/Timothy E. Eagle/		
DATE SIGNED:	03/31/2014		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is entered into as of February 7, 2014 by and between ZCO Liquidating Corporation (f/k/a OCZ Technology Group, Inc.), a Delaware corporation ("Assignor"), and FirePower Technology, Inc., a Delaware corporation ("Assignee") (Assignor and Assignee collectively referred to as the "Parties" and each individually as a "Party").

WHEREAS, Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of February 4, 2014 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee certain assets, including the trademarks listed on Exhibit A (the "Trademarks") and the patents listed on Exhibit B (the "Patents") (the Trademarks and Patents collectively referred to as the "Assigned Intellectual Property");

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Assigned Intellectual Property, and Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Intellectual Property;

WHEREAS, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the Purchase Agreement and to effectuate such assignment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, its legal representatives, successors, and assigns, all of Assignor's right, title, and interest in and to the Assigned Intellectual Property as set forth below.

(i) Trademarks: Assignor's assignment of the Trademarks to Assignee includes the following properties and rights with respect to such Trademarks: (a) all goodwill associated with the Trademarks together with all rights to use, license and otherwise exploit the Trademarks; (b) and all registered Trademarks and applications for registration in all jurisdictions that have been or may be granted or filed, respectively, with respect to such Trademarks; (c) all rights in and under the Trademarks to the fullest extent allowed by law as fully as Assignor would have held the same in the absence of this assignment; and (d) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the Trademarks, including the right to fully and entirely replace Assignor in all related matters.

(ii) Patents: Assignor's assignment of the Patents to Assignee includes the following properties and rights with respect to such Patents: (a) the Patents and the inventions covered by Patents and set forth therein (the "Inventions"); (b) any and all divisions, continuations and continuations-in-part thereof, and substitutions thereof; (c) any reissues, renewals and extensions and the like which may be granted therefor or thereon, along with the right to file additional applications for patent and like protection for the Inventions anywhere in the world; and (d) all rights of action on account of past, present and future unauthorized use of said inventions, whether for infringement of Patents or other cause of action, whether in the United States of America or in any other country or place anywhere in the world, and all international rights of priority associated with the Inventions, Patents and further patent applications on the Inventions and/or Patents. Additionally, Assignors authorize and request the relevant authorities in each country to issue any and all patents on the inventions or results from Patents and from any and all divisions, continuations, continuations-in-part, substitutions, reexaminations and reissues thereof to Assignee as assignee of Assignor's entire interest.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee or Buyer to effectuate more fully the transactions contemplated by this Assignment.

4. Subject to Purchase Agreement. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants and indemnifications contained in the Purchase Agreement.

5. Governing Laws. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Assignment, and all claims and causes of action arising out of, based upon, or related to this Assignment or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of Delaware, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of Delaware.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties named herein and their respective personal representatives, heirs, successors and permitted assigns. No Party may assign either this Assignment or any of its rights, interests or obligations hereunder without the prior Consent of the other Party.

7. Amendment, Waiver and Termination. This Assignment cannot be amended, waived or terminated except by a writing signed by all of the Parties hereto.

8. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile or electronic means including .pdf form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

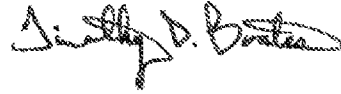
ASSIGNEE:

FIREPOWER TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____

ASSIGNOR:

ZCO LIQUIDATING CORPORATION

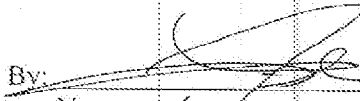


By: _____
Name: Timothy D. Boates
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment as of the date first written above.

ASSIGNEE:

FIREPOWER TECHNOLOGY, INC.

By: 
Name: Lawrence F. Freestone
Title: CEO

ASSIGNOR:

ZCO LIQUIDATING CORPORATION

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Exhibit A
TRADEMARKS

Registered Trademarks and Service Marks

Country	Registration No.	Mark
US	3,352,055	SILENCER
US	3,859,399	PC POWER AND COOLING
US	1,778,764	SILENCER (STYLIZED)
US	1,755,030	TURBO-COOL (STYLIZED)
PRC	1098703	SILENCER
EU	1098703	SILENCER MK
Intl Madrid	1039125	PC POWER AND COOLING
Intl Madrid	1098703	SILENCER

Unregistered Trademarks

- PC Power and Cooling (as used in unregistered classes)
- ZX
- ZT
- ZS
- ModXStream
- CoreXStream
- StealthXStream
- CrossFire

Domain Names

- pcpowerandcooling.be
- pcpowerandcooling.de
- pcpowerandcooling.cn
- pcpowerandcooling.net
- pcpowercooling.co
- pcpowercooling.info

- pcpowercooling.org
- pcpowerandcooling.jp
- pcpowercooling.cn
- pcpowercooling.de
- pcpowercooling.jp
- pcpower.com
- pcpowerandcooling.com
- pcpowerandcooling.org
- pcpowercooling.com
- pcpowercooling.net

Other Intellectual Property

To the extent used in and needed for the Business:

- All trade dress, logos, trade names and all goodwill associated therewith;
- All copyrightable works, all copyrights, and all applications, registrations and renewals in connection therewith, together with all translations, adaptations, derivations and combinations thereof;
- All trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, schematics, diagrams, test procedures, specifications, customer and supplier lists, catalogs, pricing and cost information, and business and marketing plans and proposals);
- All computer software whether in source code or object code form; and
- All other proprietary rights and all copies and tangible embodiments thereof.

Exhibit B
PATENTS

Patents and Patent Applications

Country	Pat/Pub No.	Title	Application No.	Status
US	7,983,860	Method and System for Monitoring Power Consumption of a Computer Component	11/983,343	Issued
US	8,083,536	Connector Assembly and Method for SATA Drives	12/872,114	Issued
US	20120151242	Apparatus for Optimizing Supply Power of a Computer Component and Methods Therefor	13/159,557	Pending
US	20130020126	Power Supply for a Computer System having Customizable Cable Extensions	13/551,914	Pending