

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CruxCase, LLC		06/27/2014	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	NLU Products, L.L.C.		
Doing Business As:	BodyGuardz		
Street Address:	2600 West Executive Parkway, Suite 140		
City:	Lehi		
State/Country:	UTAH		
Postal Code:	84043		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85704325	CRUX	
CORRESPONDENCE DATA			
Fax Number:	8015660750		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	801-566-6633		
Email:	andrea.phillips@tnw.com		
Correspondent Name:	Erik S. Ericksen		
Address Line 1:	8180 S. 700 E., Suite 350		
Address Line 4:	Draper, UTAH 84070		
ATTORNEY DOCKET NUMBER:	3303-086.TM		
NAME OF SUBMITTER:	Erik S. Ericksen		
SIGNATURE:	/ErikSEricksen/		
DATE SIGNED:	08/04/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of June 27 2014, is made by CruxCase, LLC, a Utah limited liability company (“**Seller**”), located at 5152 North Edgewood Drive, Suite 280, Provo, UT 84604, in favor of NLU Products, L.L.C. d/b/a BodyGuardz, a Delaware limited liability company (“**Buyer**”), located at 2600 West Executive Parkway, Suite 140, Lehi, UT 84043.

WHEREAS, the Buyer is the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of the date hereof (the “**Asset Purchase Agreement**”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(b) the trademark registrations and applications set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill connected with the use of and symbolized by the Trademarks;

(c) the copyright registrations, applications for registration and exclusive copyright licenses set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof;

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

(e) 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

(f) 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. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller 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 IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

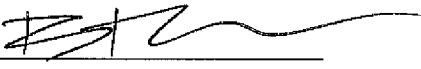
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP 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 IP 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

CruxCase, LLC

By: 
Name: Brian Probst
Title: CEO/PRESIDENT

Address for Notices:
5152 North Edgewood Drive, Suite 280
Provo, UT 84604

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

- 3379-003.DES
- 3379-003.DES.CON6
- 3379-003.DES2
- 3379-003.DES3
- 3379-003.NP1.CON5
- 3379-003.NP2
- 3379-003.NP2.CIP
- 3379-003.NP2.CIP.CON4
- 3379-003.NP3
- 3379-003.NP4
- 3379-003.NP5
- 3379-003.NP6

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

3379-011.TM

JA
EP

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

JP
BP