OP \$40.00 2487526

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM325950

Stylesheet Version v1.2

| SUBMISSION TYPE: | EW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|------------------------------------|
| CMC Group, Inc | | 11/20/2014 | CORPORATION: OHIO |
| DayMark Technologies, LLC | | 11/20/2014 | LIMITED LIABILITY COMPANY: OHIO |

RECEIVING PARTY DATA

| Name: | Dissolvo LLC |
|-----------------|-------------------------------------|
| Street Address: | 80 Thompson Street |
| City: | North Tonawanda |
| State/Country: | NEW YORK |
| Postal Code: | 14120 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2487526 | DISSOLVO |

CORRESPONDENCE DATA

Fax Number: 7166331932

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.

Phone: 716-633-1930

Email: wduft@duftlawoffice.com

Correspondent Name: Walter W. Duft

Address Line 1: 8616 Main Street, Suite 2

Address Line 4: Williamsville, NEW YORK 14221

| ATTORNEY DOCKET NUMBER: | 1605-1 (DISSOLVO) |
|-------------------------|-------------------|
| NAME OF SUBMITTER: | Walter W. Duft |
| SIGNATURE: | /Walter W. Duft/ |
| DATE SIGNED: | 12/12/2014 |

Total Attachments: 4

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TRADEMARK

REEL: 005418 FRAME: 0336

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made, entered into, and accepted on November 20, 2014 by and between (i) CMC Group, Inc., an Ohio corporation, and DayMark Technologies, LLC, an Ohio limited liability company, having their principal office at 12836 South Dixie Highway, Bowling Green, OH 43402 (collectively, "Assignor"); and (ii) Dissolvo LLC, a Delaware limited liability company (formerly known as Rocky Holdings LLC) having its principal office at 80 Thompson Street, North Tonawanda, NY 14120 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated November 6, 2014 (the "Asset Purchase Agreement").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in connection with the Asset Purchase Agreement, Assignor hereby assigns and grants to Assignee, and Assignee hereby accepts, with respect to the Assigned Intellectual Property, the Assignor's entire right, title and interest in and to:

The trademark and website domain names and all registrations of the foregoing owned by Assignor as listed on Schedule 1.1(n) attached hereto, as well as all other intangible rights and property of Assignor relating exclusively to the Business, if any, including, without limitation, all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all of: (1) the Business' brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (2) the Business' works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (3) the Business' royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (4) all rights to any Actions of any nature available to or being pursued by Assignor to the intellectual property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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. For purposes of this Assignment, "Business" shall have the meaning set forth for such term under the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK
REEL: 005418 FRAME: 0337

ASSIGNOR:

| | CMC GROUP, INC. |
|--|--|
| | By: Ong Ough |
| | Name CRAIS E DIXUN |
| | Title: <u>CEo</u> |
| | |
| | DAYMARK TECHNOLOGIES, LLC |
| | Ву: О Ф. |
| | Name: CRA', E DIYAN |
| | Title: CE |
| COUNTY OF Ward | |
| SWORN TO and subscribed before me this 2000 | lay of Abrember, 2014, by Craig F. Oimm. |
| cnox with the ser who () produced | as proof of identification. |
| VICTOR N. TEN BRINK ATTORNEY AT LAW | |
| ANY COMMISSION HAS NO EXPRIATION | Notary Public Victor N. Ten Brents |
| | Printed Name of Notary |
| TOO SEE SEE SEE SEE SEE SEE SEE SEE SEE S | My Commission Expires: |
| COUNTY OF LABOUR | and the same of th |
| SWORN TO and subscribed before me this 2017 of A | lay of Movember, 2014, by Craic E. Rivom. |
| known to me or who () produced | as proof of identification. |
| | <u> </u> |
| | Notary Public Victor N. Ten Brink |
| VICTOR N. TEN BRINK | rrinted Name of Notary |
| MY COMMISSION HAS NO STURATION | My Commission Expires: |
| 11.00 | |

Findaliotary@ervice.com

ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNEE:

PAGE 3 OF 4

SCHEDULE 1.1(n) INTELLECTUAL PROPERTY

TRADEMARKS

| Mark | Status | App Number | App Date |
|-----------------------|------------|---------------------|----------------------|
| Country | | Pat Number | Issue Date |
| Dissolvo Country: USA | Registered | 76144547 2487526 | 10/11/00 09/11/01 |

OTHER INTELLECTUAL PROPERTY

Domain name: dissolvo.com

ASSIGNMENT OF INTELLECTUAL PROPERTY

RECORDED: 12/12/2014

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TRADEMARK REEL: 005418 FRAME: 0340