

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SnowGate, LLC		11/21/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Best Lockers, LLC		
Street Address:	2101 Park Center Drive		
Internal Address:	Suite 125		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32835		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85655003	SNOWGATE	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
<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:	4124545000		
Email:	docketingpgh@pepperlaw.com		
Correspondent Name:	PEPPER HAMILTON LLP		
Address Line 1:	500 GRANT STREET		
Address Line 2:	SUITE 5000		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	135146.18		
NAME OF SUBMITTER:	JOSEPH T. HELMSEN		
SIGNATURE:	/Joseph T. Helmsen/		
DATE SIGNED:	03/17/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated November 21, 2014, is entered into by and between SnowGate, LLC, a Colorado limited liability company (“Assignor”), and Best Lockers, LLC, a Delaware limited liability company (“Assignee”).

BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of even date herewith, by and among the Assignor, Assignee, and the members of Assignor, Assignor agreed to sell, convey, assign, transfer and deliver to the Assignee its entire right, title and interest in and to all of the Acquired Intellectual Property, including the Intellectual Property set forth on Schedule 1 attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

COPYRIGHTS

1. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Liens (other than Permitted Liens), all of Seller’s right, title and interest, in and to the unregistered and registered copyrights and copyrightable works, all applications therefor and all other rights corresponding thereto included in the Acquired Intellectual Property (collectively, the “Copyrights”), including those listed on Schedule 1, and further including any and all (i) renewal rights in respect of such Copyrights, (ii) rights to obtain registrations of such Copyrights in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in the Assignee’s sole name.

TRADEMARKS

2. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Liens (other than Permitted Liens), all of Seller’s right, title and interest in and to the registered and unregistered trademarks and service marks, trademark and service mark applications, domain names, logos, trade names, and trade dress included in the Acquired Intellectual Property (collectively, the “Trademarks”), including those listed on Schedule 1, together with the Goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in the Assignee’s sole name.

PATENTS

3. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Liens (other than Permitted Liens), all of Seller’s right, title and

interest in and to all letters patent and pending applications for patents of the United States and all countries foreign thereto, including regional patents, certificates of invention and utility models, rights of license or otherwise to or under letters patent, certificates of invention and utility models which have been opened for public inspection and extensions thereof included in the Acquired Intellectual Property (collectively, the “Patents”), including those listed on Schedule 1, and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in the Assignee’s sole name.

TRADE SECRETS

4. The Assignor hereby sells, conveys, assigns, transfers and delivers to the Assignee, free and clear of all Liens (other than Permitted Liens), all of Seller’s right, title and interest in and to the trade secrets of Assignor, including any and all (i) rights to sue and recover any and all damages and profits or seek injunctive relief, and (ii) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in the Assignee’s sole name.

FURTHER UNDERTAKINGS

5. The Assignor shall cooperate with the Assignee in any action the Assignee reasonably requests that the Assignor take in order to effectuate, carry out, or fulfill the parties’ intent and/or Assignor’s obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in the Assignee’s sole discretion, to consolidate, confirm, vest and/or record the Assignee’s full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office.

GENERAL

6. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including the representations and warranties and other provisions contained therein.

7. Assignment. This IP Assignment may be assigned by the Assignee in accordance with the provisions of the Purchase Agreement, including Section 8.3 thereof.

8. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

10. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of Delaware.

11. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

12. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and the rules of construction set forth in Section 8.10 of the Purchase Agreement shall apply to this Agreement.

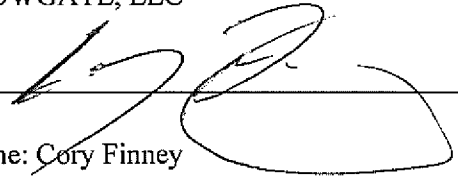
13. Counterparts: Execution by Facsimile. This IP Assignment may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

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

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

SNOWGATE, LLC

By:  _____

Name: Cory Finney

Title: Chief Executive Officer

ASSIGNEE:

BEST LOCKERS, LLC

By: _____

Name: Steven Sapp

Title: Vice President, Secretary and Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

SNOWGATE, LLC

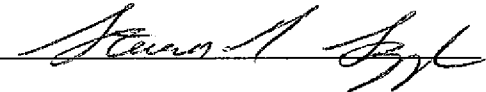
By: _____

Name: Cory Finney

Title: Chief Executive Officer

ASSIGNEE:

BEST LOCKERS, LLC

By:  _____

Name: Steven Sapp

Title: Vice President, Secretary and Treasurer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

Copyrights

- Kiosk Application Source Code
- Mobile Application Source Code
- Administrative Portal Source Code (to be completed by Spitfire)

Trademarks

- Trademark on the name SnowGate: **Mark: SNOWGATE, Serial NO: 85655003, International Class: 028**
- Domains: www.snowgate.com, www.mysnowgate.com, www.snowgate.co

Patents

- One non-provisional patent application filed and pending **U.S. Application No.: 13/936,211: APPARATUS FOR MANAGEMENT OF ACCESS KEY USED FOR LOCKER ACCESS**
Two filed provisional patent applications **Filed by Christian Nitu and Cory Finney assigned to SnowGate, LLC as of November 19, 2014.**
 - **US 62/006,678: INTELLIGENT ACCESS OF ELECTRONIC LOCKS**
 - **US 62/006,700: RETROFITTED ELECTRONIC LOCK FOR INTELLIGENT ACCESS**

[Schedule 1 to Intellectual Property Assignment Agreement]