

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335783

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Paul A. Segal		03/19/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bugambilia International, Inc.		
<b>Street Address:</b>	1515 West Sam Houston Parkway N.		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77043		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2904360	BUGAMBILIA	
<b>Registration Number:</b>	2902896	BUGAMBILIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123408827		
<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>			
<b>Phone:</b>	(612) 492-6842		
<b>Email:</b>	ip.docket@dorsey.com		
<b>Correspondent Name:</b>	Jeffrey R. Cadwell, DORSEY & WHITNEY LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-1498		
<b>ATTORNEY DOCKET NUMBER:</b>	M229909		
<b>NAME OF SUBMITTER:</b>	Jeffrey R. Cadwell		
<b>SIGNATURE:</b>	/Jeffrey R. Cadwell/		
<b>DATE SIGNED:</b>	03/20/2015		
<b>Total Attachments: 9</b>			
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## PROPRIETARY RIGHTS ASSIGNMENT

**THIS PROPRIETARY RIGHTS ASSIGNMENT** (“Agreement”) is dated March 19, 2015, by and between BUGAMBILIA INTERNATIONAL, INC., a California corporation (the “Assignee”), PAUL A. SEGAL, a resident of California (the “Assignor”) and G.E.T. ENTERPRISES, LLC, a Delaware limited liability company (“Third Party Beneficiary”).

### WITNESSETH:

**WHEREAS**, Assignor, Assignee and Third Party Beneficiary have entered into that certain Stock Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”);

**WHEREAS**, pursuant to the Purchase Agreement, Assignor is conveying to Third Party Beneficiary all of Assignor’s collective rights, titles and interests to the shares of capital stock of Assignee as described in the Purchase Agreement;

**WHEREAS**, Assignor holds certain Intangible Assets (as defined in Section 1) of Assignee that Assignee uses in its Business, and Assignor desires to sell, convey, transfer and assign to Assignee all such Intangible Assets; and

**WHEREAS**, Assignor and Assignee desire to execute a document suitable for recordation of the assignment of the Intangible Assets from Assignor to Assignee pursuant to the Purchase Agreement;

**NOW, THEREFORE**, for and in consideration of these premises, the mutual covenants and undertakings herein contained and for other good and valuable consideration, the full receipt and sufficiency of which are hereby expressly acknowledged and confessed, and intending to be legally bound hereby, the parties hereto agree as follows:

**1. Conveyance of Proprietary Rights to Assignee.** Simultaneously with the consummation of the Purchase Agreement, Assignor does hereby sell, convey, transfer, assign and deliver unto Assignee and its successors and assigns, all of the rights, titles, privileges and interests of Assignor as of the date hereof in, to and under all Intangible Assets relating to or used in the conduct of the Business, including, without limitation, (i) those Intangible Assets described in Schedule 1 hereto and incorporated by reference herein and made a part hereof for all purposes, (ii) the right to sue for any past, present and future infringements or other unauthorized uses of the foregoing and to collect any damages therefor, and (iii) all goodwill associated with the foregoing (collectively, the “Intangible Assets”). Without limiting the generality of the foregoing, Assignor shall execute and deliver to Assignee any assignments, instruments, documents or agreements required by any registrar, hosting service or other Person with respect to the transfer of any Intangible Assets.

**2. Covenants, Representations and Warranties.** This Proprietary Rights Assignment is executed pursuant to the Purchase Agreement. The Assignor hereby covenants, represents and warrants to Assignee and the Third Party Beneficiary that (i) Assignor is rightfully and absolutely the owner of, and entitled to sell, convey, transfer and assign, the interest in each of Intangible Assets as such interest is described in Section 1 above and hereby sold, conveyed, transferred or assigned and that Assignor has in him good right, title and

such interest is described in Section 1 above to Assignee, its successors and assigns according to this Agreement, (ii) Assignee shall immediately upon its execution and delivery of this Agreement have possession of, and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the interest transferred in, the Intangible Assets as such interest is described in Section 1 above and hereby sold, conveyed, transferred and assigned to and for Assignee's own use and benefit without any manner of hindrance, interruption, claim or demand whatsoever of, from or by Assignor or, to Assignor's best knowledge and belief, any Person whomsoever and with good and indefeasible title thereto, free and clear and absolutely released and discharged from and against all Liens, charges, claims, encumbrances, bargains, sales, gifts, grants, equities, mortgages, restrictions, pledges, security interests, leases, contracts, commitments and, to Assignor's best knowledge and belief, adverse claims of whatever kind or character; and (iii) neither the validity of any of the Intangible Assets nor Assignor's ownership rights thereto have ever been questioned.

**3. Further Assurances.** The Assignor hereby covenants and agrees with Assignee and Third Party Beneficiary, and their respective successors and assigns that Assignor will from time to time and at all times hereafter, at Assignee and Third Party Beneficiary's expense, upon every reasonable request of Assignee and Third Party Beneficiary, or their respective successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by Assignee and Third Party Beneficiary, and their respective successors or assigns, whether for more effectually and completely vesting in Assignee, its successors or assigns, the Intangible Assets hereby sold, conveyed, transferred or assigned in accordance with the terms hereof or for the purpose of registration or otherwise.

**4. Power of Attorney.** The Assignor hereby constitutes and appoints Assignee and Third Party Beneficiary his true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor or Assignee but on behalf and for the benefit of Assignee, to demand, collect and receive for the account of Assignee all of the Intangible Assets hereby sold, conveyed, transferred or assigned to Assignee or intended so to be; to institute or prosecute, in the name of Assignor, Assignee or otherwise, all proceedings that Assignee or Third Party Beneficiary may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any property, claim, right or title of any kind in or to the Intangible Assets hereby sold, conveyed, transferred or assigned to Assignee or intended so to be; and to do all such acts and things in relation thereto as Assignee or Third Party Beneficiary shall deem reasonably desirable or appropriate. The Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor, assuming such power of attorney is reasonably exercised.

**5. Assignor as Trustee.** Assignor hereby declares that, as to any of the Intangible Assets of the Assignor intended to be sold, conveyed, transferred or assigned to Assignee, its successors and assigns hereby and the title to which may not have passed to Assignee, its successors and assigns by virtue of this Agreement or any transfers or conveyances that may from time to time be executed and delivered in pursuance of the foregoing covenants, Assignor holds the same in trust for Assignee, its successors and assigns to sell, convey, transfer and assign the same to Assignee as Assignee or Third Party Beneficiary may from time to time direct.

6. **Governing Law.** The validity, interpretation and performance of this Agreement and any dispute connected herewith shall be governed by and construed in accordance with the substantive laws of the State of Delaware, excluding any conflicts of law rule or principle which might refer same to another jurisdiction.

7. **Binding Effect.** This Agreement shall be binding upon the parties and their respective heirs, estates, beneficiaries, executives, personal representatives and successors and assigns and shall inure to the benefit of the parties and their respective successors and assigns.

8. **Amendment.** This Agreement may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

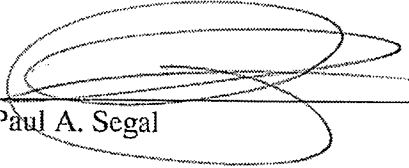
9. **Descriptive Headings.** The descriptive headings of the several paragraphs, subparagraphs and clauses of this Agreement were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

10. **Counterparts; Electronic Transmission.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.

*(Signature page follows)*

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first above written.

ASSIGNOR:

  
Paul A. Segal

STATE OF CALIFORNIA §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Paul A. Segal, known to me to be the person whose name is subscribed to the foregoing instrument as Assignor, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Notary in and for the State of California

My Commission Expires:

\_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On March 18, 2015 before me, Ashraf Samy Dous, Notary Public  
(Please insert name and title of the officer)

personally appeared Paul Allen Segal

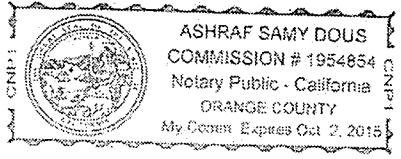
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

Proprietary Rights Assignment  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages 65 Document Date 3/18/15  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)


Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

**ASSIGNEE:**

**BUGAMBILIA INTERNATIONAL, INC.**

By:   
Name: Paul A. Segal  
Title: President and Chief Executive Officer

STATE OF CALIFORNIA §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Paul A. Segal, known to me to be the President and Chief Executive Officer of Bugambilia International, Inc., whose name is subscribed to the foregoing instrument as Assignee, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_ day of March, 2015.

\_\_\_\_\_  
Notary in and for the State of California

My Commission Expires:  
\_\_\_\_\_



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On March 28<sup>th</sup> 2015 before me, Ashraf Samy Dous, Notary Public  
(Here insert name and title of the officer)

personally appeared Paul Allen Segal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*[Handwritten Signature]*



Signature of Notary Public

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Proprietary Rights Assignment  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 1/1/15

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**THIRD PARTY BENEFICIARY:**

**G.E.T. ENTERPRISES, LLC**

By: Heidi Modaro  
Name: Heidi Modaro  
Title: Chief Executive Officer

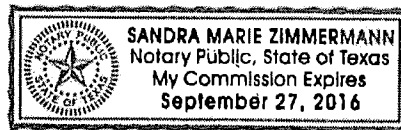
STATE OF TEXAS       §  
                                  §  
COUNTY OF BRAZORIA §

BEFORE ME, the undersigned authority, on this day personally appeared Heidi Modaro, known to me to be the President and Chief Executive Officer of G.E.T. Enterprises, LLC, whose name is subscribed to the foregoing instrument as Third Party Beneficiary, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 18 day of March, 2015.

Sandra Marie Zimmermann  
Notary in and for the State of Texas

My Commission Expires:  
9-27-16



**SCHEDULE 1**  
**INTANGIBLE ASSETS**

<b>Mark:</b>	Bugambilia (Mark Drawing Type: 3-an illustration drawing which includes word(s)/letter(s)/number(s))
<b>US Serial No.:</b>	76531365
<b>US Registration No.:</b>	2,902,896
<b>Register:</b>	Principal
<b>Mark Type:</b>	Trademark, Service Mark
<b>Application Filing Date:</b>	July 23, 2003
<b>Registration Date:</b>	November 23, 2004

<b>Mark:</b>	Bugambilia (Mark Drawing Type: 1- Typeset word(s)/letter(s)/number(s))
<b>US Serial No.:</b>	76531366
<b>US Registration No.:</b>	2,904,360
<b>Register:</b>	Principal
<b>Mark Type:</b>	Trademark, Service Mark
<b>Application Filing Date:</b>	July 23, 2003
<b>Registration Date:</b>	November 16, 2004

<b>Patent:</b>	Chopsticks Stand
<b>Patent No.:</b>	US D525,833 S
<b>Appl. No.:</b>	29/229,858
<b>Inventor:</b>	Paul Segal
<b>Date of Patent:</b>	August 1, 2006
<b>Filing Date:</b>	May 13, 2005
<b>Term:</b>	14 years