

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344513

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ClamCase, LLC		06/10/2015	LIMITED LIABILITY COMPANY: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Incipio Technologies, Inc.		
<b>Street Address:</b>	6001 Oak Canyon		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92618		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3949241	CLAMCASE	
<b>Serial Number:</b>	85566300	CLAMBOOK	
<b>Serial Number:</b>	85958864	ICONTROLLER	
<b>Serial Number:</b>	85969963	INCONTROL	
<b>Serial Number:</b>	86001591	GAMECASE	
<b>Registration Number:</b>	4707582	CLAMCASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	310-312-4243		
<b>Email:</b>	patrademarks@manatt.com		
<b>Correspondent Name:</b>	Ehab Samuel		
<b>Address Line 1:</b>	11355 W. Olympic Blvd.		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90064		
<b>ATTORNEY DOCKET NUMBER:</b>	48815-031		
<b>NAME OF SUBMITTER:</b>	Ehab Samuel		
<b>SIGNATURE:</b>	/E. Samuel/		
<b>DATE SIGNED:</b>	06/12/2015		

CH \$165.00 3949241

**Total Attachments: 7**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of June 4, 2015, is made by ClamCase, LLC, a Michigan limited liability company located 17029 Kercheval, Suite 3, Grosse Pointe City, Michigan 48230 (“**Seller**”), in favor of Incipio Technologies, Inc., a California corporation located at 6001 Oak Canyon, Irvine, California 92618 (“**Buyer**”). Capitalized terms used but not defined in this IP Assignment shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Buyer, Seller and certain other parties have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which, among other things, 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 the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and in consideration of the mutual covenants and agreements set forth in this IP Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. Assignment of Seller IP. Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (collectively, the “**Assigned IP**”):

(a) all patents, patent applications, patentable designs and inventions, reissues, reexaminations, continuations, provisionals, revivals, parents, continuations-in-part, divisionals, registrations, requests for continuing examination, and extensions of such patents and patent applications, patents or patent applications (i) to which any and all of the foregoing directly or indirectly claim priority to and/or (ii) for which any or all of the foregoing directly or indirectly form a basis for priority, all related cases (whether pending, issued, abandoned or filed before, on or after the date hereof) and foreign counterparts to any or all of the foregoing, including, without limitation, international patents or applications, utility models, design patents, certificates of invention, all Convention and Treaty Rights of all kinds and equivalent rights worldwide, and the inventions, discoveries and improvements described or claimed in any or all of the foregoing to the extent owned by Seller including, without limitation, those set forth in Schedule 1 hereto (each, a “**Patent**”);

(b) all confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, software, data, compositions and other trade secrets, whether or not patentable that relate to any Patent to the extent owned by Seller;

(c) all trademarks, service marks, trade names, social media handles and user names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by Seller, without limitation, those set forth in Schedule 2 hereto;

(d) all copyrights and copyrightable material, and any registrations and copyright applications relating thereto and any issuances, renewals and extensions thereof, including without limitation all rights in and to all works based upon, derived from, or incorporating the underlying work to the extent owned by Seller;

(e) all rights of any kind whatsoever in any internet domain names whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Entity to the extent owned by Seller including, without limitation, those domain names set forth in Schedule 3 hereto;

(f) 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;

(g) 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

(h) 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.

2. Recordation and Further Actions.

(a) Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer's request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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 shall be governed by and construed in accordance with the Laws of the State of Michigan (including in respect of the statute of limitations or other limitations period applicable to any claim, controversy or dispute) that apply to agreements made and performed entirely within the State of Michigan, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

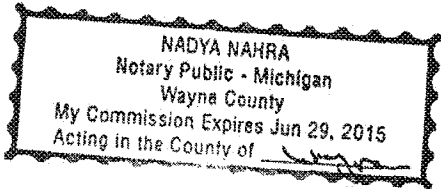
7. Counterparts. This IP Assignment may be executed in any number counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the date first set forth above.

SELLER:

ClamCase, LLC



By: [Signature]  
Name: Anthony Ahee  
Title: Managing Member

Address: 17029 Kercheval, Suite 3  
Grosse Pointe City, MI 48230

STATE OF MI )  
 ) ss.  
COUNTY OF Wayne )

On 6-2-15 before me, Nadya Nahra, personally appeared Anthony Ahee, 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 MI that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

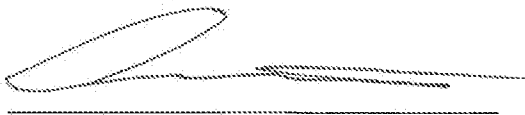
[Signature]  
NOTARY PUBLIC

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on the date first set forth above.

**BUYER:**

**Incipio Technologies, Inc.**

By: 

Name: Andy Fathollahi

Title: President and Chief Executive Officer

*[Signature Page to Intellectual Property Assignment Agreement]*


**TRADEMARK**  
**REEL: 005551 FRAME: 0948**

**SCHEDULE 2**

**Trademarks**

<b>Mark / Country</b>	<b>Class/Goods and Services</b>	<b>Application / Registration Number</b>	<b>Filing / Registration Date</b>
CLAMBOOK (word mark) U.S.	Class 09: accessories and electronic devices for computers and cellular telephones, namely, human input devices for use with touch-screen computers and touch-screen telephones; display screens, namely, flat panel display screens to regenerate images from computers and cellular telephones, and cradles for computers and cellular telephones, namely, stands specially designed for holding computers and cellular telephones	Appl. No. 85/566,300	Filed – March 11, 2012
ICONTROLLER (word mark) U.S.	Class 09: Tablet and Smartphone peripheral devices, namely attachable and detachable hardware specifically used for manipulating the devices	Appl. No. 85958864	Filed – June 13, 2013
INCONTROL (word mark) U.S.	Class 09: Tablet and smartphone device accessories, namely, video gaming and interactive manipulation instruments in the nature of attachable and detachable gamepads	Appl. No. 85969963	Filed – June 25, 2013
GAMECASE (word mark) U.S.	Class 09: Tablet and Smartphone Controllers Specifically Fitted for Controlling and Manipulating the Devices	Appl. No. 86001591	Filed – July 03, 2013



Mark / Country	Class/Goods and Services	Application / Registration Number	Filing / Registration Date
 U.S.	<p>Class 09: Accessories and electronic devices relating to computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; laptop computers and computer stands specially designed for holding computers</p> <p>Class 35: On-line retail store services featuring electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; laptop computers and computer stands specially designed for holding computers</p>	Appl. No. 86346864  Registration No. 4707582	Filed -- July 24, 2014  Registration Date -- March 24, 2015
CLAMCASE (word mark) U.S.	Class 09: Accessories and electronic devices for computers and cellular telephones, namely, electronic keyboards for use with touch-screen computers and touch-screen telephones; protective cases for computers and cellular telephones; and computer stands specially designed for holding computers.	Appl. No. 85032024  Registration No. 3949241	Filed -- May 6, 2010  Registered -- April 19, 2011