

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355910

<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>
Wrapsol Acquisition, LLC		09/22/2015	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MLC Services, LLC		
<b>Street Address:</b>	5 Walnut Hill Drive		
<b>City:</b>	Natick		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01760		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3828175	W	
<b>Registration Number:</b>	3766214	WRAPSOL	
<b>Registration Number:</b>	3834433	X	
<b>Registration Number:</b>	3834434	X	
<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>	9705561886		
<b>Email:</b>	jessica.fosdick@blueocean-inc.com		
<b>Correspondent Name:</b>	Jessica Fosdick		
<b>Address Line 1:</b>	401 W Mountain Avenue		
<b>Address Line 4:</b>	Fort Collins, COLORADO 80521		
<b>NAME OF SUBMITTER:</b>	Peter A. Lindgren		
<b>SIGNATURE:</b>	/peteralindgren/		
<b>DATE SIGNED:</b>	09/22/2015		
<b>Total Attachments: 6</b>			
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source=Wrapsol Acquisition-MLC Services (Webster) IP Assignment 2015-SEP-22 (FE)#page2.tif			

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## INTELLECTUAL PROPERTY ASSIGNMENT

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This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated September 22, 2015 (the "Effective Date"), is entered into by Wrapsol Acquisition, LLC ("Assignor") and MLC Services, LLC, ("Assignee"). Assignor and each Assignee shall each be a "Party", and collectively the "Parties".

### RECITALS

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated November 8, 2012, by which Assignor acquired all right, title and interest in and to the trademarks, logos, designs, service marks, copyrights, trade or business names (including "Wrapsol"), trade dress, branding and slogans (and all registrations of any of the foregoing, and all applications for registration thereof), and all good will associated with such intellectual property rights, associated with Wrapsol brand of protective film products for the mobile accessory market (the "Assigned Intellectual Property");

WHEREAS, Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to Assignee all of such Assignor's respective right, title and interest in and to the Assigned Intellectual Property; and

WHEREAS, Solely for illustrative purposes, descriptions of the Assigned Intellectual Property are listed on Exhibit A, attached hereto.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, such right, title, and interest in and to the Assigned Intellectual Property to be held by Assignee to the same degree for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made, including, without limitation, (i) all causes of action (in law or equity), claims, demands and any other rights for, or arising from, any past, present or future infringement, of the Assigned Intellectual Property, and (ii) the right to sue for and collect any damages for the use and benefit of Assignee's successors, assigns, designees, nominees and other legal representatives.

2. No Further Assurances. Assignee agrees that it is acquiring the Assigned Intellectual Property on an "as is, where is" basis, and that Assignor shall be under no obligation to maintain registrations or applications for registrations for any Assigned Intellectual Property following the Effective Date, or otherwise assist in the vesting of Assignee's ownership in the Assigned Intellectual Property.

3. License for Existing Inventory. The Parties acknowledge that a small amount of existing inventory belonging to the parent company of Assignor, Otter Products, LLC

("Otter Products"), displaying or otherwise using the Assigned Intellectual Property remains in Otter Products's distribution channels ("Remaining Inventory"). Assignee agrees that this IP Assignment shall give it no rights to or interest in the Remaining Inventory, and any and all proceeds from the sale of the Remaining Inventory belong solely to Otter Products. Assignee hereby grants Otter Products a non-exclusive, worldwide, royalty-free license to display or otherwise use the Assigned Intellectual Property in connection with the Remaining Inventory for a period of two (2) years following the Effective Date.

4. Entire Agreement. This IP Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, both written and oral, among the parties with respect to the subject matter hereof. Other than as set forth herein, Assignor makes no representations or warranties of any kind whatsoever with respect to the Assigned Intellectual Property.

5. Assignment. This IP Assignment shall not be assignable by any Assignor without the prior written consent of Assignee (which may be withheld for any reason or no reason whatsoever). Assignee may assign its rights and delegate its duties under this IP Assignment to one or more wholly owned subsidiaries of Assignee or its Affiliates, and provided, further, that Assignee may assign its rights and delegate its duties under this IP Assignment to any buyer of substantially all of Assignee's assets.

6. 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, including any employee or former employee of Assignors, any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this IP Assignment.

7. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by the parties hereto.

8. Governing Law; Submission to Jurisdiction. This IP Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Colorado 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 Colorado. Each Party (a) submits to the exclusive jurisdiction of the United States District Court for the District of the State of Colorado, or, if that court does not have jurisdiction, a federal court sitting in Denver, Colorado, in any action or proceeding arising out of or relating to this IP Assignment or any of the transactions contemplated by this IP Assignment, (b) agrees that all claims in respect of such action or proceeding may be heard and determined only in any such court, and (c) agrees not to bring any action or proceeding arising out of or relating to this IP Assignment in any other court. Each Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of the other Party with respect thereto. Nothing in this Section 8, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

9. 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.

10. Counterparts; Execution by Facsimile. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which shall together constitute one (1) 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.

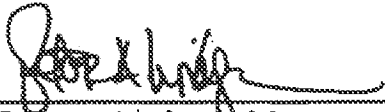
11. Recitals. The recitals hereto are true and correct, and are hereby incorporated into this IP Assignment by reference.

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

IN WITNESS WHEREOF, each of the Parties have hereunto caused this IP Assignment to be duly executed on the date first above written.

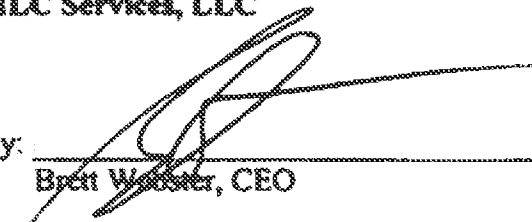
ASSIGNOR:

Wrapool Acquisition, LLC

By:   
Peter A. Lindgren, Manager

ASSIGNEE:

MLC Services, LLC

By:   
Brett Webster, CEO

**EXHIBIT A**

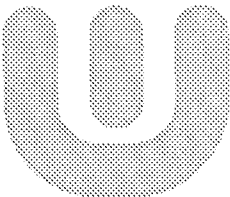
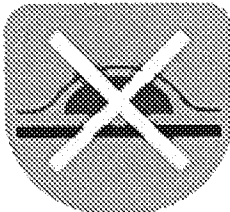
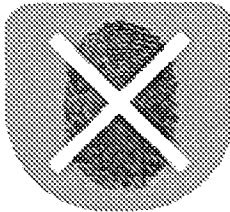
<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Description of Goods/Services</b>	<b>Status/Status Date</b>
W (Stylized) 	US	3,828,175	(Int'l Class 9) Polyurethane surface covers specifically for protecting consumer electronics and associated adhesive solutions for applying the polyurethane covers, sold therewith	Registered August 3, 2010
WRAPSOL	US	3,766,214	(Int'l Class 9) Polyurethane surface covers specifically for protecting consumer electronics and associated adhesive solutions for applying the polyurethane covers, sold therewith	Registered March 30, 2010
X and Design 	US	3,834,433	(Int'l Class 9) Polyurethane surface covers specifically for protecting consumer electronics and associated adhesive solutions for applying the polyurethane covers, sold therewith	Registered August 17, 2010
X and Design 	US	3,834,434	(Int'l Class 9) Polyurethane surface covers specifically for protecting consumer electronics and associated adhesive solutions for applying the polyurethane covers, sold therewith	Registered August 17, 2010

Exhibit A

Mark	Country	Registration No.	Description of Goods/Services	Status/Status Date
WRAPSOL	Canada	TMA795372	(Int'l Class 1, 9) (1) Polyurethane surface covers for protecting consumer electronics, namely, telephones, cellular phones, pdas, mp3 players, digital e-readers, computers, netbook computers, tablet computers, computer monitors, game consoles, cameras, and gps devices, and associated adhesive solutions for applying same.	Registered April 12, 2011
WRAPSOL	WIPO  Designated Countries:  (Australia, China, U.K. and South Korea)	1,015,391	(Int'l Class 9) Polyurethane surface covers for protecting consumer electronics and associated adhesive solutions for applying same.	Registered September 1, 2009

Exhibit A