

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374860

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Matrix Labs, LLC		01/25/2016	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	KBIDC Investments, LLC		
Street Address:	12006 Pleasant Panorama View		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86032024	IWICH	
CORRESPONDENCE DATA			
Fax Number:	5126103456		
<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:	5126103410		
Email:	tmhou@conleyrose.com		
Correspondent Name:	Mark E. Scott		
Address Line 1:	P.O. Box 3267		
Address Line 4:	Austin, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	7234-01100		
NAME OF SUBMITTER:	Laura A. Brock, Assoc.Attorney of Record		
SIGNATURE:	/Laura A. Brock/		
DATE SIGNED:	02/29/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated January 25, 2016 (the "Effective Date"), is entered into by and among KBIDC Investments, LLC, a Texas limited liability company (the "Assignee"), Blue Matrix Labs, LLC, a Texas limited liability company (the "Company"), Hydro Toys, LLC, a Texas limited liability company ("Hydro Toys"), Paradise Beverage, LLC, a Texas limited liability company ("Paradise Beverage"), Paradise Beverage Logistics, LLC, a Texas limited liability company ("Paradise Logistics"), and SHAGS, LLC, a Texas limited liability company ("SHAGS" and, together with Hydro Toys, Paradise Beverage and Paradise Logistics, the "Subsidiaries"; the Subsidiaries and the Company being referred to herein collectively as the "Assignors"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignee and the Assignors have entered into that certain Asset Purchase Agreement, dated as of December 4, 2015 (as amended, the "Purchase Agreement"), pursuant to which the Assignors have agreed to sell, convey, transfer, assign and deliver to the Assignee all right, title and interest in, to and under the Acquired Assets, and the Assignee has agreed to purchase and acquire all right, title and interest in and to the Acquired Assets from the Assignors, upon the terms and subject to the conditions of the Purchase Agreement; and

WHEREAS, the Assignors and the Assignee desire to enter into this Assignment to effect the assignment from the Assignors to the Assignee of all of the Assignors' right, title and interest in and to the Assigned IP (as defined below) by the Assignors pursuant to the terms of the Purchase Agreement; and

WHEREAS, the Assignors and the Assignee are entering into that certain Bill of Sale and Assignment and Assumption Agreement, dated as of the date hereof (the "Bill of Sale and Assignment and Assumption Agreement"), providing for (a) the assignment from the Assignors to the Assignee of all of the Assignors' right, title and interest in and to the Acquired Assets and the acceptance by the Assignee of such assignment and (b) the assumption by the Assignee of the Assumed Liabilities related thereto.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Each Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee all right, title and interest of such Assignor in and to all intellectual property, intellectual property rights and proprietary rights throughout the world (whether registered or unregistered) and corresponding goodwill and other rights of such Assignor, including all Intellectual Property owned (in whole or in part) by such Assignor, together with all issuances, registrations and applications for the foregoing (including the items set forth in Schedule 1), all common law rights in the foregoing, all rights of action arising from the foregoing, including all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement (collectively, the "Assigned IP"). For the avoidance of doubt, the Assignee shall not be responsible for, and nothing in this Agreement shall constitute an assignment or assumption of, the Excluded Liabilities.

2. Each Assignor hereby authorizes and requests the respective intellectual property office or governmental agency in each applicable jurisdiction to record this Assignment and to issue any and all registrations, grants or issuances that may be granted on any Assigned IP to and in the name of Assignee.

3. From and after the Effective Date, each Assignor shall cooperate with Assignee and Assignee's representatives, and shall execute and deliver such documents and take such other actions as Assignee may reasonably request, to cause to be conveyed to Assignee and its successors or assigns all of the rights, titles and interests intended to be conveyed to Assignee under this Assignment. Each Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of such Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of such Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned IP or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of such Assignor.

4. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Assignment may be executed in counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement

5. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions be consummated as originally contemplated to the fullest extent possible.

6. This Assignment is intended and agreed to be solely for the benefit of the parties hereto and their permitted successors and assigns, and no other party shall be entitled to rely on this Assignment or accrue any benefit, claim, or right of any kind whatsoever pursuant to, under, by, or through this Assignment.

7. This Assignment and any claim related directly or indirectly to this Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction. The parties agree that any action or proceeding with respect to such controversy, claim or dispute shall be brought against any of the parties exclusively in either the United States District Court for the Western District of Texas, San Antonio Division or any state court of the state of Texas in Travis County, and each of the parties hereby consents to the personal jurisdiction of such court (and to the appropriate appellate courts) in any such action or proceeding and waives any objection, including any objection to the laying of venue or on the grounds of forum non conveniens, which any of them may now or hereafter have to the bringing of such action or proceeding in such respective jurisdictions.

8. Each party to this Assignment waives any right to trial by jury in any action, matter or proceeding regarding this Assignment.

9. This Assignment may be executed and delivered (including by facsimile transmission or electronic mail) in one or more counterparts, all of which when executed and delivered shall be considered one and the same agreement.

10. This Assignment, together with the Purchase Agreement and the Bill of Sale and Assignment and Assumption Agreement, constitutes the complete agreement between the parties hereto with respect to the subject matter hereof, supersedes any previous agreement or understanding between them relating hereto and may not be modified, altered or amended except as provided herein. No amendment, modification, or alteration of the terms or provisions of this Assignment shall be binding unless the same shall be in writing and duly executed by the Assignee and the Company on behalf of the Assignors, except that any of the terms or provisions of this Assignment may be waived in writing at any time by the party that is entitled to the benefits of such waived terms or provisions. No single waiver of any of the provisions of this Assignment shall be deemed to or shall constitute, absent an express statement otherwise, a continuous waiver of such provision or a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

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IN WITNESS WHEREOF, intending to be legally bound, the parties through their duly authorized representatives have executed this Assignment as of the Effective Date.

BLUE MATRIX LABS, LLC

By: 
Name: William R. Patterson
Title: Chief Restructuring Officer

HYDRO TOYS, LLC

By: 
Name: William R. Patterson
Title: Chief Restructuring Officer

PARADISE BEVERAGE, LLC

By: 
Name: William R. Patterson
Title: Chief Restructuring Officer

PARADISE BEVERAGE LOGISTICS, LLC

By: 
Name: William R. Patterson
Title: Chief Restructuring Officer

SHAGS, LLC

By: 
Name: William R. Patterson
Title: Chief Restructuring Officer

KBIDC INVESTMENTS, LLC

By: Kent BML Investments, LP,
its manager


By: Kent BML Investments GP, LLC,
its general partner


By: 
Name: Jeffrey F. Kent
Title: Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE 1

Trademark Registrations and Applications for Trademark Registration

	Title	Jurisdiction	Application Number	Application Date	Registration Number	Status Date
1.	EXPLODE AND RELOAD <small>EXPLODE AND RELOAD</small>	US	86395614	16-SEP-2014	4828593	06-OCT-2015
2.	RAPID FILL RAPID FIRE <small>RAPID FILL RAPID FIRE</small>	US	86395639	16-SEP-2014	4729440	28-APR-2015
3.	BE THE HERO BE THE HERO	US	86353251	31-JUL-2014		23-DEC-2014
4.	ZORBZ 	US	86154810	30-DEC-2013	4627606	28-OCT-2014
5.	IPAK IPAK	US	86102736	28-OCT-2013		25-MAR-2014
6.	IWICH IWICH	US	86032024	08-AUG-2013		15-OCT-2013
7.	INNOVATION IN MOTION <small>INNOVATION IN MOTION</small>	US	86032029	08-AUG-2013		12-JAN-2015
8.	ALIEN WARFARE ALIEN WARFARE	US	86029462	06-AUG-2013		24-AUG-2015
9.	IPAKS IPAKS	US	86029465	06-AUG-2013		08-OCT-2013
10.	OUT OF THIS WORLD <small>OUT OF THIS WORLD</small>	US	86028309	05-AUG-2013	4786413	04-AUG-2015
11.	GET ON IT GET ON IT	US	85958457	13-JUN-2013	4577252	29-JUL-2014

	Title	Jurisdiction	Application Number	Application Date	Registration Number	Status Date
12.	LANDING STRIP LANDING STRIP	US	85944547	29-MAY-2013		06-JUL-2015
13.	BLUE BALL BLUE BALL	US	85944552	29-MAY-2013		06-JUL-2015
14.	RELEASE YOUR INNER PIRATE <small>RELEASE YOUR INNER PIRATE</small>	US	85942681	25-MAY-2013		22-AUG-2014
15.	THE PARTY STARTS HERE <small>THE PARTY STARTS HERE</small>	US	85942683	25-MAY-2013	4577168	29-JUL-2014
16.	PARTY LIKE A PIRATE <small>PARTY LIKE A PIRATE</small>	US	85942682	25-MAY-2013		22-AUG-2014
17.	WET BEAVER WET BEAVER	US	85920990	02-MAY-2013		08-SEP-2014
18.	PIRATE ENERGY PIRATE ENERGY	US	85809975	24-DEC-2012	4752310	09-JUN-2015
19.	BLITZED ENERGY BLITZED ENERGY	US	85788906	28-NOV-2012		21-JUL-2014
20.	PIRATE ENERGY 	US	86760236	17-SEP-2015		

	Title	Jurisdiction	Application Number	Application Date	Registration Number	Status Date
21.	SHAGS SHAGS	US	85408548	26-AUG-2011	4448215	10-DEC-2013
22.	ZORBZ	CHINA	16518292	19-MAR-2015		22-SEP-2015
23.	APE HANGER	US	86773262	30-SEP-2015		

Patents, Patent Applications, and Provisionals

	Patent	Jurisdiction	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date
1.	SELF-SEALING BALLOONS AND RELATED COMPONENTS AND METHODS OF MANUFACTURING	AU	AU20140308672	22-AUG-2014	(AU2014308672)	(26-MAY-2015)
2.	SELF-SEALING BALLOONS AND RELATED COMPONENTS AND METHODS OF MANUFACTURING	US	13/974888	23-AUG-2013	(2015056887)	(26-FEB-2015)
3.	SELF-SEALING BALLOONS AND RELATED COMPONENTS AND METHODS OF MANUFACTURING	WO	WO2014US52350	22-AUG-2014	(WO2014US52350)	(26-MAY-2015)
4.	SANDWICH MAKING MACHINE AND RELATED APPARATUS, SYSTEMS, AND METHODS	US	14/250202	10-APR-2014	(2015107465)	(23-APR-2015)
5.	FOODSTUFF PACKAGES AND RELATED APPARATUS, SYSTEMS, AND METHODS	US	14/304969	15-JUN-2014	(2015108162)	(23-APR-2015)
6.	REUSABLE BALLOON MULTI-FILL SYSTEM	US	62205484	14-AUG-2015		
7.	BALLOON MULTI-FILL SYSTEM	US	29537092	21-AUG-2015		

	Patent	Jurisdiction	Application Number	Application Date	Patent (Publication) Number	Patent (Publication) Date
8.	BALLOON MULTI-FILL SYSTEM	CHINA	20153035864 7.7	16-SEP-2015		
9.	WAX INSIDE SEALING CAPSULE	US	62187909	2-JUL-2015		
10.	IPAK	US	61894247	22-OCT-2013		
11.	IWICH	US	61894255	22-OCT-2013		