

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375407

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
RESUBMIT DOCUMENT ID:	900355617		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dave Chapman		01/25/2016	INDIVIDUAL: UNITED STATES
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: 6			
Property Type	Number	Word Mark	
Registration Number:	4786413	OUT OF THIS WORLD	
Serial Number:	86032024	IWICH	
Registration Number:	4448215	SHAGS	
Registration Number:	4577252	GET ON IT	
Registration Number:	4752310	PIRATE ENERGY	
Registration Number:	4577168	THE PARTY STARTS HERE	
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:	Houston, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	7234-00900/1100-1400/1600		
NAME OF SUBMITTER:	Laura A. Brock, Assoc. Atty of Record		
SIGNATURE:	/Laura A. Brock/		

DATE SIGNED:	03/03/2016
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Total Attachments: 5
source=Assignment (Release) of Security Interest - Dave Chapman to KBIDC Investments, LP
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source=Assignment (Release) of Security Interest - Dave Chapman to KBIDC Investments, LP
1.25.2016_Redacted#page2.tif
source=Assignment (Release) of Security Interest - Dave Chapman to KBIDC Investments, LP
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source=Assignment (Release) of Security Interest - Dave Chapman to KBIDC Investments, LP
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source=Assignment (Release) of Security Interest - Dave Chapman to KBIDC Investments, LP
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ASSIGNMENT AND ASSUMPTION

This ASSIGNMENT AND ASSUMPTION, dated as of January 25, 2016 (this "Assignment"), is entered into by and between Dave Chapman, an individual ("Assignor"), and KBIDC Investments, LLC, a Texas limited liability company ("Assignee").

The parties hereto hereby agree as follows:

Section 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Assignor hereby sells and assigns to Assignee, and Assignee hereby purchases and assumes from Assignor, all of Assignor's right, title and interest in, to and under (including all of Assignor's obligations under) (i) that certain Promissory Note, dated as of September 26, 2013, as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "Note"), issued by Blue Matrix Labs, LLC, a Texas limited liability company ("Borrower"), and held by Assignor, (ii) that certain Guaranty Agreement, dated as of September 26, 2013, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, by Kendall Harter, an individual ("Guarantor"), for the benefit of Assignor, (iii) that certain Security Agreement, dated as of September 26, 2013, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, by and among Borrower in favor of Assignor, and (iv) any other Loan Documents (as defined in the Note) (the foregoing (i) through (iv), collectively, the "Assigned Interest"). As of the date hereof, the aggregate principal amount and accrued and unpaid interest outstanding under the Note is \$ [REDACTED].

Section 2. Representations, Warranties and Covenants of Assignor. Assignor (a) represents and warrants to Assignee that (i) it has full power and authority, and has taken all actions necessary for it, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and (ii) it is the legal and beneficial owner of the Assigned Interest and that the Assigned Interest is free and clear of any lien or other adverse claim, (b) makes no other representation or warranty and assumes no responsibility, including with respect to the aggregate amount of the Note, any statements, representations and warranties made in or in connection with the Note or any other document or information included in the Assigned Interest (collectively, the "Assigned Agreements") or furnished pursuant thereto or in connection therewith, the execution, legality, validity, enforceability or genuineness of the Note or any other Assigned Agreement or provided in connection therewith, (c) assumes no responsibility (and makes no representation or warranty) with respect to the financial condition of Borrower or Guarantor or the performance or nonperformance by Borrower or Guarantor of any obligation under the Note or any other Assigned Agreement or provided in connection therewith and (d) attaches the Note held by it.

Section 3. Representations, Warranties and Covenants of Assignee. Assignee (a) represents and warrants to Assignor that (i) it has full power and authority, and has taken all actions necessary for it, to execute and deliver this Assignment and to consummate the transactions contemplated hereby, (ii) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest assigned to it hereunder and either Assignee or the person or entity exercising discretion in making the decision for such assignment is experienced in acquiring assets of such type, (b) shall perform in accordance with their terms all obligations that, by the terms of the Note and the other Assigned Agreements, are required to be performed by it as the successor in interest to Assignor and (c) confirms it has received such documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and shall continue to make its own credit decisions in taking or not taking any action under the Note or any other Assigned Agreement independently and based on such documents and information as it shall deem appropriate at the time.

Section 4. Effect. Effective as of the date hereof (the “Effective Date”), (a) Assignee shall be a party to each of the Assigned Agreements and shall have the rights and obligations of Assignor under each of the Assigned Agreements and (b) Assignor shall relinquish its rights (except those surviving the termination of the applicable Assigned Agreements) and be released from its obligations under each of the Assigned Agreements.

Section 5. Distribution of Payments. On and after the Effective Date, Borrower and Guarantor shall make all payments under the Assigned Agreements to Assignee.

Section 6. Miscellaneous.

(a) The parties hereto, to the extent permitted by law, waive all right to trial by jury in any action, suit, or proceeding arising out of, in connection with or relating to this Assignment and any other transaction contemplated hereby. This waiver applies to any action, suit or proceeding whether sounding in tort, contract or otherwise.

(b) On and after the Effective Date, this Assignment shall be binding upon, and inure to the benefit of, each of the parties hereto and their respective successors and permitted assigns.

(c) This Assignment shall be governed by, and be construed and interpreted in accordance with, the law of the State of Texas.


(d) This Assignment may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Assignment by facsimile transmission or electronic transmission via email PDF shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

DAVE CHAPMAN, as Assignor


Name: Dave Chapman

KBIDC INVESTMENTS, LLC, as Assignee

By: Kent BML Investments LP,
its manager

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

By: _____
Name: Jeffrey F. Kent
Title: Member

Address for notices
for any purpose:

KBIDC Investments, LLC
Attention: Jeffrey F. Kent
15664 IH 35
Selma, TX 78154

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

DAVE CHAPMAN, as Assignor

.....
Name: Dave Chapman

KBHC INVESTMENTS, LLC, as Assignee

By: Kent BML Investments LP,
its manager

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

By: 
Jeffrey F. Kent
Limited Member

Address for notices
for any purpose:

KBHC Investments, LLC
Attention: Jeffrey F. Kent
15664 IH 35
Selma, TX 78154

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION (DAVE CHAPMAN / KBHC INVESTMENTS, LLC)]

ACKNOWLEDGED AND AGREED TO:

BLUE MATRIX LABS, LLC

By: William R. Patterson

Name: William R. Patterson

Title: Chief Restructuring Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION (DAVE CHAPMAN / KBIDC INVESTMENTS, LLC)]