

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Wrapsol LLC		11/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Wrapsol Acquisition, LLC
Street Address:	416 W. Oak St.
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80521
Entity Type:	CORPORATION: COLORADO

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	3828175	W
Registration Number:	3766214	WRAPSOL
Registration Number:	3834433	X
Registration Number:	3834434	X

<b>CORRESPONDENCE DATA</b>	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	docketing@blueocean-inc.com
Correspondent Name:	Nicholas J. Boyarski
Address Line 1:	205 S. Meldrum St
Address Line 4:	Fort Collins, COLORADO 80521

ATTORNEY DOCKET NUMBER:	WRAP.02UST1
NAME OF SUBMITTER:	Nicholas J. Boyarski

CH \$115.00 3828175

Signature:	/Nicholas J. Boyarski/
Date:	12/19/2012
Total Attachments: 8 source=Cover_Sheet#page1.tif source=Cover_Sheet#page2.tif source=Cover_Sheet#page3.tif source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Wrapsol LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 8, 2012

- Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wrapsol Acquisition, LLC

Street Address: 416 W. Oak St.

City: Fort Collins

State: Colorado

Country: US Zip: 80521

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship Colorado  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

3,828,175; 3,766,214; 3,834,433; 3,834,434

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nicholas J. Boyarski

Internal Address: \_\_\_\_\_

Street Address: 205 S. Meldrum St.

City: Fort Collins

State: Colorado Zip: 80521

Phone Number: 970-286-5631

Docket Number: WRAP.02UST1

Email Address: docketing@blueocean-inc.com

### 6. Total number of applications and registrations involved:

4

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number 505209

Authorized User Name Nick Boyarski

9. Signature: \_\_\_\_\_ /Nicholas J. Boyarski/

12/19/2012

Signature

Date

Nicholas J. Boyarski

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

## **Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("IP Assignment"), dated November 8, 2012, is entered into Wrapsol Holdings LLC, a Delaware limited liability company ("Holdings"), Wrapsol LLC, a Delaware limited liability company ("Wrapsol"), Wrapsol Retail Group LLC, a Delaware limited liability company ("Retail"), Wrapsol Australia Pty, Ltd. an Australian corporation ("Australia"), RMD Intellectual Properties, LLC a Delaware limited liability company ("RMD" and, together with Holdings, Wrapsol, Retail and Australia, each an "Assignor" and collectively the "Assignors") and Wrapsol Acquisition, LLC, a Colorado limited liability company ("Assignee"). Assignor and each Assignee shall each be a "Party", and collectively the "Parties".

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated of even date herewith, by and among the Assignors, Lewis S. Cohen, Igor Muravyov, Brett Webster and Assignee, each of the Assignors 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 Intellectual Property and Intellectual Property Licenses, such Intellectual Property and Intellectual Property Licenses collectively referred to as the "Assigned Intellectual Property".

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained in the Purchase Agreement and this Assignment, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to implement the conveyances of the Assigned Intellectual Property contemplated by the Purchase Agreement, and intending to be legally bound, and notwithstanding that the conveyance of certain of the Assigned Intellectual Property may be confirmed by separate and specific documents for recordation purposes, each Assignor and Assignee hereby, agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignors do 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 Assignors if this 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. Further Assurances. Each Assignor shall cooperate with Assignee in any action Assignee reasonably requests that such Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or each Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to

consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office.

3. Entire Agreement. This IP Assignment, the Purchase Agreement and the agreements delivered by the parties hereto pursuant to the terms of the Purchase Agreement constitute 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. To the extent there is a conflict between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall govern. All representations, warranties, covenants, agreements, disclaimers and indemnities contained in the Purchase Agreement shall survive the execution and delivery of this IP Assignment and continue in full force as provided in the Purchase Agreement. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular Purchased Asset shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement. Other than as set forth in the Purchase Agreement or herein, Assignors make no representations or warranties of any kind whatsoever with respect to the Acquired Intellectual Property.

4. 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.

5. 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.

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

7. 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 Utah 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 Utah. Each Party (a) submits to the exclusive jurisdiction of the United States District Court for the District of the State of Utah, or, if that court does not have jurisdiction, a federal court sitting in Salt Lake City, Utah, 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. Either Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 10.2 of the Purchase Agreement. Nothing in this Section 7, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

8. 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.

9. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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.

*[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.

**ASSIGNORS:**

**WRAPSOL HOLDINGS LLC**

By: [Signature]  
Name: Lewis J. Cohen  
Title: MANAGER

**WRAPSOL AUSTRALIA PTY, LTD.**

By: [Signature]  
Name: Lewis J. Cohen  
Title: DIRECTOR

**WRAPSOL LLC**

By: [Signature]  
Name: Lewis J. Cohen  
Title: MEMBER

**WRAPSOL RETAIL GROUP LLC**

By: [Signature]  
Name: Lewis J. Cohen  
Title: MEMBER

**RMD INTELLECTUAL PROPERTIES, LLC**

By: [Signature]  
Name: Lewis J. Cohen  
Title: Sole MEMBER

[Signature page continues]

[Signature page to IP Assignment Agreement]



ASSIGNEE:

WRAPSOL ACQUISITION, LLC

By: 

Name: Kurtis A. Heaven

Title: Manager

*[Signature Page to IP Assignment Agreement]*