

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LockerMate Corporation		05/02/2006	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	LockerMate Corporation		
Street Address:	4080 Commercial Avenue		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3205504	LOCKERMATE	
CORRESPONDENCE DATA			
Fax Number:	3128762020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3128761800		
Email:	docketing@woodphillips.com		
Correspondent Name:	Joel E. Siegel		
Address Line 1:	500 W. Madison St.		
Address Line 2:	Citigroup Center, Suite 1130		
Address Line 4:	Chicago, ILLINOIS 60661-2562		
ATTORNEY DOCKET NUMBER:	ITS04414T00250US		
NAME OF SUBMITTER:	Corinne Byk		
Signature:	/Corinne Byk/		

Date:

01/10/2013

Total Attachments: 2

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ASSIGNMENT OF PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF PATENTS, TRADEMARKS AND INTELLECTUAL PROPERTY (this "Assignment"), is entered into by and between LockerMate Corporation, a Minnesota corporation ("Assignor"), and LockerMate, Inc., an Illinois corporation ("Assignee") as of May 2, 2006.

WITNESSETH:

WHEREAS, Assignor is the owner of certain patents, trademarks and trademark registrations listed on Schedule A attached hereto (the "Patents and Trademarks"); and

WHEREAS, Assignor is the owner of certain Intellectual Property, including but not limited to, the property described on Schedule B attached hereto (the "Intellectual Property");

WHEREAS, Assignee has acquired all of the issued and outstanding shares of capital stock of Assignor;

WHEREAS, Assignee desires to dissolve Assignor and cause Assignor to transfer all assets of Assignor to Assignee, including but not limited to, all Patents and Trademarks; and Intellectual Property owned by Assignor;

WHEREAS, Assignor desires to assign its interest in the Patents and Trademarks; and Intellectual Property to Assignee, and Assignee desires to accept the assignment thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the promises and conditions contained herein and in the Purchase Agreement, the parties hereby agree as follows:

1. Effective as of the date hereof, Assignor does hereby grant, assign, convey and transfer unto Assignee or its designees, all of Assignor's right, title, and interest in and to the Patents and Trademarks; and Intellectual Property, together with the goodwill of the business connected with the use of, and symbolized by, such Patents and Trademarks; and Intellectual Property.

2. Assignee accepts the foregoing assignment of Patents and Trademarks; and Intellectual Property.

3. Assignor and Assignee shall execute all further documents reasonably necessary to assign title to the Trademarks to Assignee.

4. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

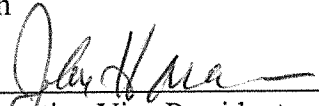
5. This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Continued on next page]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment the day and year first above written.

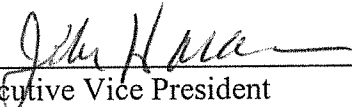
“ASSIGNOR”

LockerMate Corporation, a Minnesota corporation

By:   
Executive Vice President

“ASSIGNEE”

LockerMate, Inc., an Illinois corporation

By:   
Executive Vice President