

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
Mark A Kelly		06/21/2013	INDIVIDUAL: UNITED STATES
Vanessa C Kelly		06/21/2013	INDIVIDUAL: UNITED STATES
VMR Electronics, LLC		06/21/2013	LIMITED LIABILITY COMPANY: NEW YORK
Distinct Intuitive Designs, LLC		06/21/2013	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	VMR Electroncis Corporation
Street Address:	100 Eldredge Street
City:	Binghamton
State/Country:	NEW YORK
Postal Code:	13901
Entity Type:	CORPORATION: WYOMING

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3707288	IDITAROD
Registration Number:	3923819	RESCU
Registration Number:	4261794	ALCATRAZ

CORRESPONDENCE DATA

Fax Number: 5185818823
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 5185818800
 Email: trademarks@lemerygreisler.com
 Correspondent Name: Robert Lippman
 Address Line 1: 60 Railroad Place, Suite 502
 Address Line 4: Saratoga Springs, NEW YORK 12866

OP \$90.00 3707288

TRADEMARK

NAME OF SUBMITTER:	Robert Lippman
Signature:	/s/
Date:	07/10/2013
Total Attachments: 6 source=Assignment VMR Wyoming#page1.tif source=Assignment VMR Wyoming#page2.tif source=Assignment VMR Wyoming#page3.tif source=Assignment VMR Wyoming#page4.tif source=Assignment VMR Wyoming#page5.tif source=Assignment VMR Wyoming#page6.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):

Mark A. Kelly, Vanessa C. Kelly

- Individual(s) Association
- Partnership Limited Partnership
- Corporation- State: _____
- Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

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

Execution Date(s) _____

- 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: VMR Electronics Corporation

Street Address: 100 Eldredge Street

City: Binghamton

State: New York

Country: USA Zip: 13901

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Wyoming
- 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) _____

3707288, 3923819, 4261794

Additional sheet(s) attached? Yes No

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

IDITAROD, RECU, ALCATRAZ

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

Name: Robert Lippman

Internal Address: Lemery Greisler LLC

Street Address: 60 Railroad Place, Suite 502

City: Saratoga Springs

State: New York Zip: 12866

Phone Number: (518)581-8800

Docket Number: _____

Email Address: Trademarks@lemerygreisler.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00


- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Robert Lippman

Signature

07/10/2013

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Additional Conveying Parties:

VMR Electronics, LLC, a New York Limited Liability Company

Distinct Intuitive Designs, LLC, a New York Liability Company

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of June ²¹, 2013 (this "Assignment") Mark A. Kelly, an individual, Vanessa C. Kelly, an individual, VMR Electronics, LLC, a New York Limited Liability Company, and Distinct Intuitive Designs, LLC, a New York Limited Liability Company, the "Assignors" and each an "Assignor"), to VMR Electronics Corporation, a Wyoming corporation ("Assignee").

WHEREAS, Assignors have agreed to sell, transfer, convey, assign and deliver to the Assignee all of the Assignors' rights, title and interests in and to the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark applications and renewal rights relating thereto (the "Marks").

WHEREAS, Assignors are the owner of the marks; and

WHEREAS, Assignee wishes to be the owner of the Marks, and Assignors wish to transfer all of their ownership of the Marks to Assignee;

NOW, THEREFORE, in consideration of the Assignment and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives. Any liability associated with the Marks shall be borne by Assignee.
3. Further Assurances. Assignors represent and warrant to Assignee, its successors and assigns that on the date hereof they are the exclusive owners of the Marks and have the right to assign the Marks. Assignors agree, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Marks, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Marks, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Marks; (ii) to testify in any interference or other legal proceedings whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Marks and all associated rights in this or any foreign country. Assignors shall be compensated for any actions required under paragraph 3(ii) above in the amount of \$150.00 per hour.
4. Authorization. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignors' rights in the Marks.
5. Covenant Not to Sue. Assignors hereby release, discharge, and covenant not to assert against Assignee, and Assignee's parents, subsidiaries, contractors, customers, suppliers, affiliates, agents, employees, directors, representatives, successors, assigns, licensors, licensees, partners, joint ventures, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising and whether known or unknown, arising from or relating to proprietary

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rights in the Marks. Notwithstanding anything to the contrary contained herein, Assignors retain the right to assert indemnification claims against Assignee for any action asserted by a third party against any Assignor for use of the Marks after the date of this Assignment.

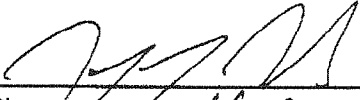
6. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignors and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignors and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. This Assignment shall be governed by and construed in accordance with the laws of the State of New York other than any provision of Delaware law that would result in the application of the laws of any jurisdiction other than the State of Delaware. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Assignors hereby request and authorize Assignee to insert hereon any further identification information necessary or desirable for recordation of this document, including the filing date and application number of assigned applications, if not yet known, when known.

[Remainder of page intentionally left blank; Signatures Follow]

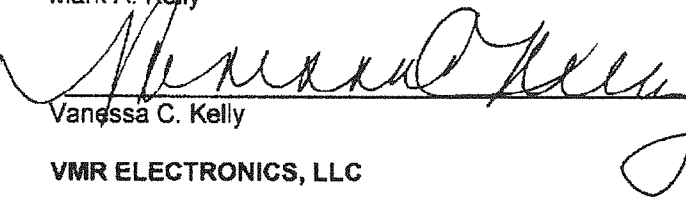
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNEE: **VMR ELECTRONICS CORPORATION**

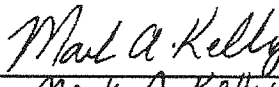
By: 
Name: Jeff Sands
Title: President

ASSIGNORS:

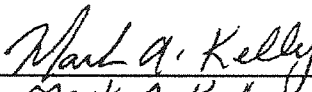

Mark A. Kelly


Vanessa C. Kelly

VMR ELECTRONICS, LLC

By: 
Name: Mark A. Kelly
Title: Vice President

DISTINCT INTUITIVE DESIGNS, LLC

By: 
Name: Mark A. Kelly
Title: Vice President

Schedule A

Trademarks

A. All registered trademarks, including but not limited to:

Mark:	Country:	Registration No.:	Registration Date:
IDITAROD	United States	3707288	11/10/2009
RESCU	United States	3923819	02/22/2011
ALCATRAZ	United States	4261794	12/18/2012

B. Pending Trademark Applications

Schedule A

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