

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM318972

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
THE SCHAWBEL CORPORATON		07/02/2014	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SCHAWBEL TECHNOLOGIES LLC		
<b>Street Address:</b>	26 CROSBY DRIVE		
<b>City:</b>	BEDFORD		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01730		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3878044	COOLWARE PERSONAL COOLING SYSTEMS	
<b>Registration Number:</b>	3151548	COLORFUSION	
<b>Serial Number:</b>	86038836	THERMACOOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178568201		
<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>			
<b>Phone:</b>	617-856-8124		
<b>Email:</b>	ip@brownrudnick.com		
<b>Correspondent Name:</b>	ROBERT J. TOSTI		
<b>Address Line 1:</b>	ONE FINANCIAL CENTER		
<b>Address Line 2:</b>	BROWN RUDNICK LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>ATTORNEY DOCKET NUMBER:</b>	12263/60, 67, 70		
<b>NAME OF SUBMITTER:</b>	Robert J. Tosti		
<b>SIGNATURE:</b>	/Robert J. Tosti/		
<b>DATE SIGNED:</b>	10/03/2014		
<b>Total Attachments: 4</b>			
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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 2, 2014, is made and delivered by and among by and between the Schawbel Corporation, a Massachusetts corporation ("Assignor"), and Schawbel Technologies LLC, a Massachusetts limited liability company ("Assignee"). Each of Assignor and Assignee are collectively referred to herein as the "Parties."

**WHEREAS**, this Assignment is made pursuant to that certain Contribution Agreement, dated as of even date herewith (the "Contribution Agreement"), by and among Assignor and Assignee with respect to the contribution of certain assets;

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the intellectual property listed on **Exhibit A** hereto, including all goodwill associated therewith (the "Spin-Off Intellectual Property");

**WHEREAS**, Assignor wishes to confirm Assignee's ownership of the Intellectual Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Effective as of the date hereof, Assignor hereby transfers, assigns, contributes, conveys and delivers to Assignee, and Assignee hereby acquires, receives and accepts from Assignor, any and all worldwide right, title and interest Assignor holds, or may hold, in each case free and clear of all Encumbrances other than Permitted Encumbrances, in and to the Spin-Off Intellectual Property, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. This Assignment is made pursuant to, and is subject in all respects to (and does not modify) the Contribution Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Contribution Agreement, and in the event of any conflict between this Assignment and the Contribution Agreement, the Contribution Agreement will control.
3. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Contribution Agreement.
4. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Spin-Off Intellectual Property.

5. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.
6. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date set forth above.

**ASSIGNOR:**

**THE SCHAWBEL CORPORATION**

By: Will Schaubel  
Name: William Schaubel  
Title: C.E.O.

**ASSIGNEE:**

**SCHAWBEL TECHNOLOGIES LLC**

By: Will Schaubel  
Name: William Schaubel  
Title: C.E.O.

*Signature Page to Assignment of Intellectual Property*

**TRADEMARK**  
**REEL: 005374 FRAME: 0500**

EXHIBIT A  
SPIN-OFF INTELLECTUAL PROPERTY

THE SCHAWBEL CORPORATION - TRADEMARKS						
Trademark	Reg/App No. U.S. Serial U.	LB Fife No. & Deadlines	COUNTRY	STATUS	GOODS	
COOLWARE PERSONAL COOLING SYSTEM & DESIGN	Reg. #3,878,044 Reg. Date 11/16/10	647.453 Section 8&15 DL: 11/16/2016	US	Registered	(Class 009) Personal cooling device worn by individuals	
COLORFUSION	Reg. #3,151,548 Reg. Date 10/3/06	547.470 Section 8&9 DL	US	Registered	(Class 11) Candles with wicks featuring electric light component.	
COLORFUSION	Reg. #TMA663631 Reg. Date 5/3/06	547.470.010 Renewal DL	Canada	Registered	(Class 1) Candles with wicks featuring electric light component; candles.	
COLORFUSION	Reg. #4498934 Reg. Date 5/21/08	547.470.015 Renewal DL	China	Registered	(Class 4) Candles	
COLORFUSION	Reg. #300365607 Reg. Date 11/22/05	547.470.029 Renewal DL	Hong Kong	Registered	(Class 4) Candles and candles with chemical base for colored flames. (Class 11) Electric light component featuring	
COLORFUSION	Reg. #004269742 Reg. Date 2/20/06	647.470.100 Renewal DL	European Community	Registered	(Class 4) Candles and candles with chemical base for colored flames. (Class 11) Candles with wicks featuring electric	
THERMACOOL	SN 86/038,836 Filed 8/15/2013	547.486	US	Pending	(Class 11) Personal cooling and heating device worn around the neck of the individual and powered by electric current.	