

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Griplock Systems, Inc.		08/01/2008	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Griplock Systems, LLC
Street Address:	c/o KCA Partners Ltd.
Internal Address:	580 California Street, Suite 1600
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3003541	GRIPLOCK
Registration Number:	2978771	THE ART OF SUSPENSION
Serial Number:	77337235	CABLEFAST
Serial Number:	77337238	CABLE FAST
Serial Number:	77337249	GRIP LOCK
Serial Number:	77337251	WHERE IT STOPS IT LOCKS

**CORRESPONDENCE DATA**

Fax Number: (650)849-4800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (650)849-4400  
 Email: mary.zimmerman@bingham.com  
 Correspondent Name: Mary R. Zimmerman  
 Address Line 1: Bingham McCutchen LLP  
 Address Line 2: Three Embarcadero Center  
 Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

**TRADEMARK**

CH \$165.00 3003541

ATTORNEY DOCKET NUMBER:	0000334117
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	08/08/2008
Total Attachments: 3 source=TMAssign#page1.tif source=TMAssign#page2.tif source=TMAssign#page3.tif	

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made as of August 1, 2008 (the "Effective Date") by and between Griplock Systems, Inc., a California corporation ("Assignor"), and Griplock Systems, LLC, a Delaware limited liability company ("Assignee").

Whereas, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 23, 2008 ("Purchase Agreement") pursuant to which Assignor has agreed to sell to Assignee the Purchased Assets (as defined in the Purchase Agreement) and all of Assignor's right, title and interest therein, including without limitation the tradenames, trademarks, service marks and trademark and service mark applications and registrations set forth on Schedule A appended hereto (the "Trademarks") and that entire portion of the business to which the Trademarks pertain.

Now, therefore, pursuant to the terms and conditions of the Purchase Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all of its right, title and interest in and to the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any trademark registration which shall issue from the application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Purchase Agreement, the provision in the Purchase Agreement shall be deemed controlling.

4. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant state jurisdictions or jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to

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any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

5. Assignor shall, at any time and from time to time subsequent to the date hereof, upon the reasonable request of Assignee, promptly execute and deliver to Assignee such further instruments of sale, conveyance, assignment and transfer, and take such other action in order to (a) effectively sell, convey, grant, assign, transfer and deliver all or any portion of the Trademarks to Assignee; (b) confirm to any other person the ownership of the Trademarks by Assignee; or (c) permit Assignee to exercise any of the rights, licenses or privileges intended to be sold, conveyed, assigned, transferred and delivered by Assignor to Assignee pursuant to each of this Agreement and the Purchase Agreement.

6. Assignor hereby appoints Assignee, with the full power of substitution therein, as its true and lawful attorney-in-fact for the limited purpose of executing such papers and performing such other proper acts as are reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Purchase Agreement.

In Witness Whereof, the undersigned has executed this Trademark Assignment to be executed by its proper officer duly authorized, as of the Effective Date.

GRIPLOCK SYSTEMS, INC.

By:

  
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Sebastian Giefer, President

Schedule A

**Trademarks, Trade Names and Service Marks**

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
GRIPLOCK	9/29/2002	78/169,018	10/4/2005	3,003,541
THE ART OF SUSPENSION	5/2/2003	78/244,976	7/26/2005	2,978,771
CABLEFAST	11/26/2007	77/337,235		
CABLE FAST	11/26/2007	77/337,238		
GRIP LOCK	11/26/2007	77/337,249		
WHERE IT STOPS IT LOCKS	11/26/2007	77/337,251		

Common Law Trademarks (including, without limitation)

THE GREATER THE WEIGHT, THE STRONGER IT GRIPS

Tradenames

GRIPLOCK

GRIPLOCK SYSTEMS