

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GLJ, LLC		10/19/2011	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	O2Cool, LLC
<b>Street Address:</b>	400 Skokie Boulevard, Suite 405
<b>City:</b>	Northbrook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60062
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2791426	CIRCULAIR
Registration Number:	1796932	SQUEEZE BREEZE
Serial Number:	77934796	AIR MAGNIFIER
Registration Number:	3343659	COOL BOX
Registration Number:	3868225	DON'T JUST SIP... MIST
Registration Number:	3206940	IFAN
Registration Number:	3518910	JOB SITE
Registration Number:	3339029	MIST 'N SIP
Registration Number:	3119116	O2-COOL
Registration Number:	3370644	SMART POWER

**CORRESPONDENCE DATA**

Fax Number: (312)222-0818  
 Phone: 312-222-0800

**900207020**

**TRADEMARK  
 REEL: 004660 FRAME: 0339**

**OP \$265.00 2791426**

Email: ectressler@michaelbest.com

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

Correspondent Name: Michael Best & Friedrich LLP

Address Line 1: 180 N. Stetson Avenue

Address Line 2: Suite 2000

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	026594-9003
NAME OF SUBMITTER:	Luke W. DeMarte
Signature:	/luke w. demarte/
Date:	11/11/2011

**Total Attachments: 5**

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**ASSIGNMENT OF TRADEMARKS**

WHEREAS, GLJ, LLC, an Illinois limited liability company having offices located at 1415 N. Dayton Street, Chicago, Illinois 60622 ("ASSIGNOR"), owns all right, title and interest in and to the trademarks and applications and registrations therefor listed on Schedule A attached hereto and made a part hereof (some of which are registered in the name of Squeeze Breeze/Circular, a division of GLJ, LLC) and the goodwill of the business symbolized by the aforesaid trademarks; and

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement") by and among O2Cool, LLC, a Delaware limited liability company ("ASSIGNEE"), on the one hand, and the ASSIGNOR, Circular, Inc., an Illinois corporation, and Linda M. Usher, on the other hand, ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest in and to the aforesaid trademarks and applications and registrations therefor listed on attached Schedule A and the goodwill of the business symbolized by said trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said ASSIGNOR has sold, transferred, and assigned and by these presents does hereby sell, transfer, and assign to ASSIGNEE, its successors, assigns and legal representatives, all of the right, title, and interest in and to said trademarks and applications and registrations therefor listed on attached Schedule A, and the goodwill of the business symbolized by said trademarks, together with all rights under any applicable international treaties and agreements, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and the use and benefit of its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, together with all income, royalties, damages or payments resulting from or attributable to activity or conduct after the effective date of this Assignment, including, without limitation, all worldwide rights to the aforesaid trademarks and applications and registrations therefor, the goodwill of the business symbolized by said trademarks and the right to sue and collect for all future, present and past infringements thereof, including infringements which may have occurred prior to the execution of this Assignment.

ASSIGNOR agrees: (a) to execute (i) all necessary papers throughout the world prepared by ASSIGNEE to be used in connection with the trademarks and applications and registrations therefor listed on attached Schedule A as ASSIGNEE may deem necessary or expedient, (ii) all papers prepared by ASSIGNEE in connection with any interference, opposition, legal or other proceedings throughout the world to maintain, protect or enforce, or otherwise relating to, the trademarks and applications and registrations therefor listed on attached Schedule A, and (iii) all papers and documents prepared by ASSIGNEE which may be necessary throughout the world in connection with the preparation and filing of any foreign applications for the trademarks and applications and registrations therefor listed on attached Schedule A; (b) to cooperate with ASSIGNEE at ASSIGNEE's expense in every way reasonably possible in obtaining evidence and going forward in any such proceedings throughout the world; and (c) at ASSIGNEE's expense to perform all other affirmative acts which in ASSIGNEE's reasonable discretion may be necessary or desirable throughout the world to maintain, protect or enforce the trademarks and applications and registrations therefor listed on attached Schedule A. These obligations of assistance by ASSIGNOR shall continue for so long as ASSIGNEE may require such assistance from ASSIGNOR.

Nothing contained in this Assignment shall be deemed to supersede or expand upon any of the obligations, agreements, covenants, representations or warranties of ASSIGNOR contained in the Purchase Agreement, or any of the terms, conditions, restrictions or limitations applicable thereto, all of which are incorporated herein by reference and made a part hereof as though fully set forth herein. This Assignment is made and accepted upon and subject to all of the provisions of the Purchase Agreement.

ASSIGNOR hereby grants to the law firm of Michael Best & Friedrich LLP, Two Prudential Plaza, 180 N. Stetson Ave., Suite 2000, Chicago, Illinois 60601, USA authority and power to insert on this instrument any further information which may be necessary or desirable for identifying any of the trademarks, trademark applications or trademark registrations listed on attached Schedule A for purposes of recordation in the United States Patent and Trademark Office or in any foreign country.

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IN WITNESS WHEREOF this Assignment of Trademarks has been duly executed by an authorized officer of ASSIGNOR and is effective as of October 19, 2011.

GLC, LLC

By: Jurdi M Usher  
Name: Linda M. Usher  
Title: Manager  
Dated: October 19, 2011

STATE OF Illinois )  
COUNTY OF COOK ) ss.

I, Tracy L. Jager, do hereby certify that the above-mentioned person appeared before me this day, and acknowledged that this Assignment was signed and delivered as the free and voluntary act of said person on behalf of the identified limited liability company with authority to do so, for the uses and purposes therein set forth.

Given under my hand and seal this 19<sup>th</sup> day of October, 2011

Tracy L. Jager  
Notary Public









**SCHEDULE A**

**U.S.**

<b>MARK</b>	<b>APPL'N. NO. FILING DATE</b>	<b>REG. NO. REG. DATE</b>
AIR MAGNIFIER	77/934796 12-Feb-2010	
CIRCULAIR	78/204160 16-Jan-2003	2791426 09-Dec-2003
COOL BOX	77/156429 13-Apr-2007	3343659 27-Nov-2007
DON'T JUST SIP...MIST	77/715565 16-Apr-2009	3868225 26-Oct-2010
iFAN	78/705512 01-Sep-2005	3206940 06-Feb-2007
JOB SITE	77/124873 07-Mar-2007	3518910 21-Oct-2008
MIST 'N SIP	77/124966 07-Mar-2007	3339029 20-Nov-2007
O2-COOL	76/435103 29-Jul-2002	2928098 22-Feb-2005
O2-COOL	78/362828 05-Feb-2004	3119116 25-Jul-2006
SMART POWER	78/850430 30-Mar-2006	3370644 15-Jan-2008
SQUEEZE BREEZE	74/257433 20-Mar-1992	1796932 05-Oct-1993

**FOREIGN**

<b>MARK</b>	<b>COUNTRY</b>	<b>APPL'N. NO. FILING DATE</b>	<b>REG. NO. REG. DATE</b>
SQUEEZE BREEZE	AU	966583 18-Aug-2003	966583 27-Apr-2004
O2-COOL	CA	1201220 9-Jan-2004	TMA680426 26-Jan-2007
CIRCULAIR 	CN	7488043 22-Jun-2009	7488043 28-Feb-2011
iCOOL	CN	4928723 8-Oct-2005	4928723 21-Sep-2008
iFAN	CN	4928720 8-Oct-2005	4928720 7-Sep-2008
LIPSTICK FAN	CN	4928721 8-Oct-2005	4928721 7-Sep-2008
O2 COOL	CN	7488044 22-Jun-2009	7488044 7-Nov-2010
O2 COOL	CN	7488046 22-Jun-2009	7488046 7-Feb-2011
O2COOL	CN	7488045 22-Jun-2009	
O2COOL 	CN	7488062 22-Jun-2009	7488062 21-Jun-2011
O2-COOL 	CN	4928722 8-Oct-2005	4928722 21-Sep-2008
O2-COOL	CTM	5365077 06-Oct-2006	5365077 27-Sep-2007
O2-COOL	JP	2004-060420 30-Jun-2004	4849787 25-Mar-2005
O2-COOL 	JP	2004-052032 4-Jun-2004	4840528 25-Feb-2005
O2-COOL 	MX	844445 23-Mar-2007	989768 10-Dec-2007

MARK	COUNTRY	APPL'N. NO. FILING DATE	REG. NO. REG. DATE
O2-COOL 	MX	844448 23-Mar-2007	986002 10-Dec-2007