

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
Vista Ventures LLC		11/22/2011	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	DNL Industries LLC		
Street Address:	5 Winkler Farm Road		
City:	Bedford		
State/Country:	NEW YORK		
Postal Code:	10506		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85022161	SHEPHERD	
Serial Number:	77541367	NEWS	
CORRESPONDENCE DATA			
Fax Number:	(617)646-8646		
Phone:	6176468000		
Email:	cxltrademarks@wolfgreenfield.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf Greenfield & Sacks P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	D0723.20000US00, 20001US		
NAME OF SUBMITTER:	Christina M. Licursi		

OP \$65.00 85022161

Signature:	/cml/
Date:	02/13/2012
Total Attachments: 3 source=D0723 - Assign doc#page1.tif source=D0723 - Assign doc#page2.tif source=D0723 - Assign doc#page3.tif	

SHORT FORM IP ASSIGNMENT

WHEREAS, DNL Industries LLC, a New York limited liability company ("DNL" or "Assignee"), and Vista Ventures LLC (formerly, BTSafety LLC), a Nevada limited liability company ("VV" or "Assignor") have entered into a certain Contribution Agreement executed on even date herewith (the "Agreement"), according to which Assignor contributed, assigned, transferred, conveyed and delivered to Assignee certain assets including those patents and patent applications (the "Patents") and trademarks, trademark applications or registrations and the title thereto (the "Marks") set forth on the attached Schedule A;

WHEREAS, the Agreement provides for the execution of additional and confirming documents appropriate to carrying out the intentions of the parties including to make any filings with any governmental authority;

WHEREAS, the parties desire to execute this Short Form IP Assignment for filing with the United States Patent and Trademark Office and elsewhere as may be desired;

NOW THEREFORE, for the good and valuable consideration recited in the Agreement, the receipt of which is hereby acknowledged, and in fulfillment of its obligations under the Agreement, Assignor hereby as of the date hereof:

1. Contributes, assigns, transfers, conveys and delivers to Assignee, including its successors, assigns and legal representatives, all of Assignor's entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and designs which are disclosed in the Patents for the United States of America and all other countries as identified on the attached Schedule A, and that such contribution, sale, assignment, transfer, conveyance and delivery includes all corresponding provisional, non-provisional, divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent, utility models, industrial designs or similar intellectual property rights which have been or shall be issued in the United States, internationally, and all foreign countries, including but not limited to China, Japan and Korea, on any of such inventions, designs and other intellectual property; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on the inventions, designs and other intellectual property, including the right to apply for patent rights in each foreign country and all rights to priority, including the right to claim priority for China, Japan and Korea as well as the right to sue in its own name and recover damages for past infringement of any United States Patent and foreign patents identified on Schedule A (and Assignor agrees to be joined as a plaintiff in any such suit, if reasonably necessary, at the expense of the Assignee);

2. Contributes, assigns, transfers, conveys and delivers to Assignee, including its successors, assigns and legal representatives, all of Assignor's entire right, title and interest for the United States and all foreign countries, in and to any and all said Marks, together with the good-will symbolized by said Marks and including all rights to sue and recover for past infringement of said Marks and the registrations therefor; and, as to any applications for trademark registration based upon Assignor's intent to use the Marks shown in such applications (15 USC 1051(b)), the contribution, assignment, transfer, conveyance and delivery of those Marks (including such applications) was executed in connection with the transfer to Assignee of the business of Assignor with respect to which Assignor intended to use those Marks, the Assignee being a successor to that portion of Assignor's business and such contribution, assignment, transfer, conveyance and delivery included and includes all rights to sue and recover for past infringement of said Marks;

3. Agrees that the Assignee may apply for and receive Letters Patent and utility model and industrial design registrations for the inventions in its own name;

4. Requests the Director of the United States Patent and Trademark Office and non-US patent authorities to issue the Letters Patent contemplated hereby to the Assignee; and

5. Authorizes and requests Wolf, Greenfield & Sacks, P.C. to supply any missing patent/application identification information or correct any errors in the patent/application identification information provided above and in the attached Schedule A, whether discovered prior to or after recordation.

This instrument is executed under seal and signed under the pains and penalties of perjury under the laws of the United States of America.

Vista Ventures LLC

Date: 11/22/11

By 

Name: JEFFREY SHULL

Title: MANAGER

Accepted by

DNL Industries LLC

Date: 11/22/11

By 

Name: Daniel DiSano

Title: President and CEO

SCHEDULE A

1. United States Patent, Patent No. US 6,874,000 B2
2. United States Patent, Patent No. US 7,412,461 B2
3. Japan Patent No. 4463196
4. United States Patent Application Publication, Pub. No. US 2009/0271243 A1 (12/429,251)
5. United States Patent Application Publication, Pub. No. US 2011/0004485 A1 (12/879,519)
6. United States Patent Application Publication, Pub. No. US 2011/0035326 A1 (12/854,029)
7. United States Patent Application Publication, Pub. No. US 2011/0040660 A1
8. PCT International Publication Number WO 2004/034208 A3 has been converted into the following pending filings in national Patent Offices:
 - a. Japan Patent Application No. 2010-15590 (P2010-15590A)
 - b. Mexico Patent Application No. PA05003868
 - c. European Patent Office Publication Number EP 1 556 780 A0
 - d. Canadian Patent Application CA 2541976 A1 2004/04/22
9. PCT International Publication Number WO 2009/132237 A3
 - a. Canadian Patent Application CA 2722417 A1 2009/10/29
10. Service Mark Application for "Shepherd" Serial No. 85022161
11. Service Mark Application for "News" Serial No. 77541367