

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dario Toledo	02/04/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Boothseal LLC
<b>Street Address:</b>	555 Madison Avenue, 30th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10667695
Patent Number:	7461485
Application Number:	60412282
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)475-4754
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	213-229-7984
<b>Email:</b>	rbenyehuda@gibsondunn.com
<b>Correspondent Name:</b>	Ron Ben-Yehuda
<b>Address Line 1:</b>	333 South Grand Avenue
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071
<b>ATTORNEY DOCKET NUMBER:</b>	50577-00005
<b>NAME OF SUBMITTER:</b>	Ron Ben-Yehuda

CH \$120.00 10667695

Total Attachments: 5  
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is made as of the 4th day of February, 2009, by and between Dario Toledo, a United States citizen (the “Assignor”), and Boothseal LLC, a newly formed Delaware limited liability company (the “Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof, by and between the Assignee and the Assignor (the “Purchase Agreement”).

WHEREAS, Assignor is the owner of certain Seller IP (as listed in Annex A to this IP Assignment);

WHEREAS, pursuant to the Purchase Agreement, the Assignor desires to contribute, sell, transfer, assign, convey and deliver to the Assignee all of the Intellectual Property owned or used by Assignor relating to the business conducted by The Boothseal Company LLC, including, without limitation, the Assignor’s right, title, and interest in and to all of the Seller IP listed on Annex A or owned by or used by or licensed to the Assignor; and

WHEREAS, pursuant to the terms of this IP Assignment, Assignee has acquired the entire right, title and interest in and to the Seller IP;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Assignee to consummate the transactions contemplated by the Purchase Agreement, it is agreed as follows:

1. The Assignor does hereby contribute, sell, transfer, assign, convey and deliver to the Assignee all of the Assignor’s right, title, and interest in and to the Seller IP used by Assignor, as set forth on the attached Annex A, including corresponding foreign applications, registrations and patents which may be filed thereon, and including all United States and foreign future related patent applications and the corresponding divisional, continuation, renewal, extension and reissue applications, together with the goodwill of the Business and all going concern value associated therewith, the same to be held by the Assignee for the Assignee’s own use and enjoyment, and for the use and enjoyment of the Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this IP Assignment and contribution had not been made, together with all claims for damages by reason of past, present and future infringements of the Seller IP, along with the right to sue for and collect such damages for the use and benefit of the Assignee and the Assignee’s successors, assigns and other legal representatives.

2. The Assignor agrees to assist the Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record and perfect the assignment of the Seller IP, including signing all lawful papers, including, without limitation, all divisional, continuation, renewal, extension and reissue applications, and make all rightful oaths in execution thereof; and will generally do everything possible to aid Assignee, its successors, assigns, and nominees to obtain and enforce proper protection for the inventions in all countries, this obligation to be binding upon Assignor and Assignor’s personal representative

or other legal successor; and shall not enter into any agreement in conflict with this IP Assignment.

3. The Assignor covenants and agrees that, at the time of the execution and delivery of this IP Assignment, and at the Closing Date, it is the owner of the Seller IP and it possesses and will possess the unencumbered right and authority to make this assignment.

4. The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, copyrights, patents or other evidence or form of intellectual property protection or applications therefor, to issue the same to the Assignee and the Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Nothing in this IP Assignment shall alter any liability or obligation of the Assignor or the Assignee arising under the Purchase Agreement.

6. Neither this IP Assignment nor any right, remedy, obligation or liability arising hereunder or by reason hereof nor any of the documents executed in connection herewith may be assigned by any party without the consent of the other parties hereto. Nothing contained herein, expressed or implied, is intended to confer upon any person or entity other than the parties hereto and their successors in interest and permitted assignees any rights or remedies under or by reason of this IP Assignment unless so stated herein to the contrary.

7. This IP Assignment shall be construed and enforced in accordance with and governed by the internal laws of the State of New York.

8. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile shall be as effective as delivery of a manually executed counterpart of this IP Assignment.

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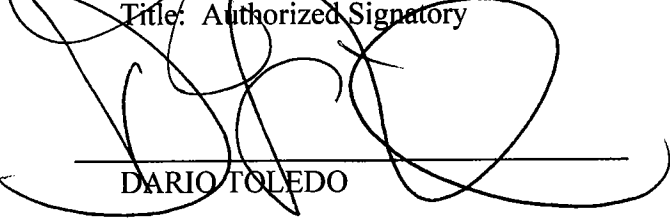
IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

BOOTHSEAL LLC

By: 

Name: Elyse N. Kroll

Title: Authorized Signatory

  
DARIO TOLEDO

Acknowledgement by Notary Public

State of New York

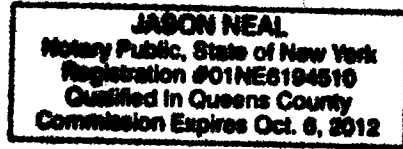
County of New York

On this 15<sup>th</sup> day of January, 2009, before me, the undersigned Notary Public, personally appeared Elyse N. Kroll, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: [Handwritten Signature]

Name: Jason Neal, Notary Public



Acknowledgement by Notary Public

State of New York

County of New York

On this 4<sup>th</sup> day of February, 2009, before me, the undersigned Notary Public, personally appeared Dario Toledo, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Seal:

Signature: [Handwritten Signature]

Name: \_\_\_\_\_, Notary Public

DAVID J. LEFFLER  
Notary Public, State of New York  
No. 02LE4772665  
Qualified in New York County  
Commission Expires November 30, 2010

**ANNEX A**  
**PATENTS**

Title	Application/Patent Number	Filing/Registration Date	Inventor/Owner	Status
<b>United States</b>				
Securable Cover Apparatus for Trade Show Booths	Appl. No. 10/667,695; Publ. No. 20040074155	Filing Date 9/22/2003	Dario Toledo	Pending
Securable Cover Apparatus for Trade Show Booths	Appl. No. 11/512,001; Patent No. 7,461,485	Filing Date 8/29/2006; Issue Date 12/9/2008	Dario Toledo	Issued
Securable Cover Apparatus for Trade Show Booths	Prov. Appl. No. 60/412,282	Filing Date 9/20/2002	Dario Toledo	Expired
<b>International</b>				
Securable Cover Apparatus for Trade Show Booths (Australia)	Appl. No. 20033275193	Filing Date 9/22/2003	Dario Toledo	Lapsed
Securable Cover Apparatus for Trade Show Booths (Canada)	Appl. No. CA2499367	Filing Date 9/22/2003	Dario Toledo	Pending
Securable Cover Apparatus for Trade Show Booths (China)	Appl. No. 03822186; Patent No. ZL03822186	Filing Date 9/22/2003; Issue Date 6/6/2007	Dario Toledo	Issued
Securable Cover Apparatus for Trade Show Booths (European)	Appl. No. 03759462.9	Filing Date 9/22/2003	Dario Toledo	Pending
Securable Cover Apparatus for Trade Show Booths (Japan)	Appl. No. 2004-538460	Filing Date 9/22/2003	Dario Toledo	Pending

**TRADEMARKS**

Mark	Serial/Registration Number	Filing/Registration Date	Owner	Status
BOOTHSEAL	Serial No. 76/493,410	Filing Date 2/27/2003	Dario Toledo	Abandoned

**DOMAIN NAMES**

Domain Name	Created	Expires	Registrant	Status
Boothseal.com	4/19/2005	4/19/2009	Dario Toledo	Registered

**PATENT**

**RECORDED: 02/05/2009**

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