

Form PTO-1595 (Rev. 09-08)
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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Erik Enervold

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 06/25/2008

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: MerchSource, LLC

Internal Address: _____

Street Address: 19517 Pauling

City: Foothill Ranch

State: California

Country: U.S. Zip: 92610

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

29/320,434

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jennifer H. Hamilton

Internal Address: _____

Street Address: The Eclipse Group LLP
10605 Balboa Blvd., Suite 300

City: Granada Hills

State: CA Zip: 91344

Phone Number: (818) 488-8141

Fax Number: (818) 332-4205

Email Address: jhh@eclipsgrp.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

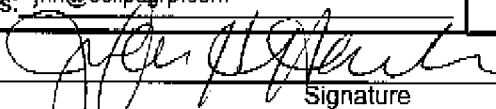
- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 50-2542

Authorized User Name Jennifer H. Hamilton

9. Signature:



Jennifer H. Hamilton

Signature

3/5/09
Date

Total number of pages including cover sheet, attachments, and documents: 4

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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*The Item Con*

Dear Erik:

This letter confirms and memorializes in writing the understanding and agreement between **ERIK A. ENERVOLD DBA-SIMIAN BROTHERS CREATIVE** ("Contractor") and MerchSource LLC ("MerchSource") regarding the ownership of work product developed by Contractor on behalf of MerchSource.

Contractor has been and will continue to be retained by MerchSource to provide MerchSource with certain design and development services and to deliver certain agreed-upon work product ("Work Product") to MerchSource in exchange for payment of fees ("Fees").

All Work Product, all improvements, derivative works or modifications to any Work Product, and all information and materials concerning the Work Product or improvements, derivative works or modifications, including, but not limited to, products, product designs, product specifications, and/or product data developed by or on behalf of MerchSource, including any related intellectual property rights, including copyright, shall be proprietary to, and solely owned by, MerchSource ("MerchSource Proprietary Material"). Accordingly, Contractor assigns any and all of Contractor's right, title and interest in any MerchSource Proprietary Material to MerchSource, and agrees to execute and deliver, and have its employees or agents execute and deliver, to MerchSource, any document necessary to transfer such rights to MerchSource, without any remuneration in excess of the Fees for services agreed upon by the Contractor and MerchSource.

Contractor agrees that such MerchSource Proprietary Material has been, and shall be, used solely for MerchSource's benefit. To the extent that the MerchSource Proprietary Material is confidential, in that it is not publicly available, Contractor has not, and will not, disclose such MerchSource Proprietary Material to any other party, and has protected, and will protect, such MerchSource Proprietary Material using the same degree of care as Contractor protects Contractor's own confidential information, but not less than a reasonable degree of care. Contractor shall not make, use, sell or allow others to make, use or sell products and/or product designs that are proprietary to MerchSource.

Contractor acknowledges that remedies at law may be inadequate to provide full compensation to MerchSource in the event of a breach of Contractor's obligations under this letter. MerchSource shall, therefore, be entitled to seek injunctive relief in the event of any such breach by Contractor. Any violation by Contractor of any obligation under the terms of this letter shall constitute a breach of the agreement between the parties.

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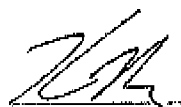
PATENT

REEL: 022359 FRAME: 007

If you agree that this letter memorializes the understanding between you and MerchSource regarding your services, please sign and acknowledge this letter where indicated below, and return the signed original to MerchSource at the earliest possible date.

Sincerely,

MERCHSOURCE LLC

By: 

Title: Member

Acknowledged and agreed to this 25th day of JUNE, 2008.

By:



Print Name: ERIK A. ENERVOLD

Title: CREATIVE PARTNER