

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/16/2009
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
United Wheel Techs	12/01/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Ultimate Technology, LLC
Street Address:	506 Shaw Rd.
Internal Address:	#316
City:	Sterling
State/Country:	VIRGINIA
Postal Code:	23218
<b>PROPERTY NUMBERS Total: 3</b>	
Property Type	Number
Patent Number:	7018156
Patent Number:	7243427
Patent Number:	D521539
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	064702.002

**CH \$120.00 7018156**

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**PATENT  
 REEL: 024103 FRAME: 0668**

NAME OF SUBMITTER:

Corinne Marie Pouliquen

Total Attachments: 3

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## MERGER AGREEMENT

THIS MERGER AGREEMENT ("*Agreement*") is made and entered into as of the 1<sup>st</sup> day of December, 2009 by and between **United Wheel Techs**, a Nevada corporation (hereinafter "*the Nevada Corporation*"), and **Ultimate Technology, LLC**, a Virginia corporation ( hereinafter "*Ultimate Technology*"). The Nevada Corporation and Ultimate Technology are hereinafter sometimes referred to collectively as the "*Constituent Corporations*."

WHEREAS, Ultimate Technology is a privately-held Virginia limited liability corporation; and,

WHEREAS, the Nevada Corporation is a privately-held Nevada corporation; and,

WHEREAS, the Managing Members of Ultimate Technology and the Board of Directors of the Nevada Corporation have determined that it is in the best interest of the Constituent Corporations that the Nevada Corporation merge into Ultimate Technology, and that the shareholders of the Nevada Corporation exchange their shares into the membership interests of Ultimate Technology. The transaction contemplated is hereinafter referred to as the "*Merger*"; and,

WHEREAS, the Constituent Corporations desire to enter into and adopt this Merger Agreement to set forth certain terms and provisions that will govern the Merger and to consummate the Merger as a "tax-free" reorganization with a change in domicile in accordance with the provisions of Section 368 of the Internal Revenue Code 1986, as amended (the "*Code*"); and,

WHEREAS, the principal purpose of the Merger is the

- a.) Exchange of Ultimate Technology membership interest for substantially all of the property of the Nevada Corporation, and
- b.) Effectuate a change in corporate domicile from Nevada to Virginia

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, in accordance with the business corporation law of the State of Nevada and the State of Virginia, and for the purpose of setting forth the terms and conditions of the Merger, the mode of completing the Merger, and the manner of converting the shares of the capital stock of the Nevada Corporation into membership interest of Ultimate Technology, the parties agree as follows:

## 1. The Merger

**1.1 The Effective Time.** The Merger shall be accomplished by filing appropriate articles of merger with the Secretary of State of the State of Nevada and the Secretary of State of the State of Virginia in a form acceptable under the business corporation laws of such States as soon as practicable after execution of this Merger Agreement. The term "*Effective Time*" shall mean the time at which all necessary Certificates of Merger have been issued by the Secretary of State of the State of Nevada and the Secretary of State of the State of Virginia. If one or both Secretaries of State need not issue a Certificate of Merger, the filing with and acceptance by the relevant Secretary of State shall be deemed the time of issuance of a Certificate of Merger for purposes of calculating the "*Effective Time*."

**1.2 Manner of Merger.** At the Effective Time, the Nevada Corporation shall be merged into Ultimate Technology, which shall be the corporation that survives the Merger. The corporate existence of Ultimate Technology with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and, as the corporation surviving the Merger. The separate existence and corporate organizations of The Nevada Corporation and Ultimate Technology shall cease at the Effective Time, and thereafter The Nevada Corporation shall continue under the laws of the State of Virginia under the new name of Ultimate Technology, a Virginia LLC. All the "property", real, personal, and mixed, and all debts or other obligations due to the Nevada Corporation, shall be transferred to and shall be vested in Ultimate Technology, without further act or deed, as provided in the business corporation laws of the States of Nevada and Virginia. The definition of "property" shall include:

a) All intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, including, without limitation, (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (ii) all trademarks, service marks, trade dress, logos, slogans, trade names and corporate names (including, without limitation, the name "WheelaThe"), Internet domain names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (iv) all mask works and all applications, registrations, and renewals in connection therewith, (v) all trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, photographs, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (vi) all computer software (including source code, executable code, data, databases, and related documentation), (vii) all material advertising and promotional materials, (viii) all other proprietary rights, and (ix) all copies and tangible embodiments thereof (in whatever form or medium); and

b) All claims against prior legal and accounting professionals and all others pursuant to common law damages resulting from errors, omissions, unlawful methods, including, but not limited to, breaches of fiduciary duty and aiding and abetting such breaches.

**1.3 Articles of Incorporation and Bylaws of the Nevada Corporation.**

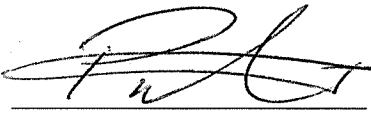
- a) At the Effective Time, the Articles of Organization as amended, and Operating Agreement of Ultimate Technology shall become the surviving governing documents of the Constituent Corporations.
- b) The Directors of the Nevada Corporation as of the Effective Time shall become Members of Ultimate Technology.

**1.4 Status and Conversion of Shares.** The manner of converting the shares of capital stock of the Nevada Corporation outstanding immediately prior to the Merger into the Membership interest of Ultimate Technology shall at the Effective Time, all one hundred thousand (100,000) shares of the issued and outstanding \$.001 par value common stock of the Nevada Corporation shall, by virtue of the Merger and without any action on the part of the holder thereof, become and be converted into fifty percent (50%) of the membership interest of Ultimate Technology.

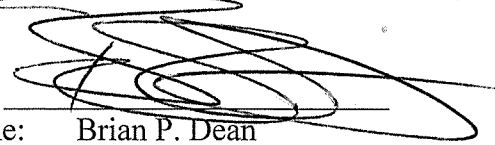
**1.5 Warranties.** Both parties to this Merger Agreement warrant that they have good title and full power and authority to exchange and transfer shareholder interests without, (i) having made a prior transfer, pledge or encumbrance of the Company Interests, and (ii) no further consent is required of any person or party to authorize this Merger Agreement.

IN WITNESS WHEREOF, the Constituent Corporations have executed this Merger Agreement as of the day and year first above written.

*"the Nevada Corporation"*  
United Wheel Techs  
a Nevada corporation

By:   
Name: Patrick A. Irby  
Title: President

*"Ultimate Technology"*  
Ultimate Technology, LLC  
a Virginia LLC

By:   
Name: Brian P. Dean  
Title: Managing Member