

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

CHANGE OF NAME

CONVEYING PARTY DATA

Name	Execution Date
eSoles, L.L.C.	09/30/2010

RECEIVING PARTY DATA

Name:	ES2 LLC
Street Address:	2460 E. Germann Road
Internal Address:	Suite C-10
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85286

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12350605
Application Number:	12180528
Application Number:	11857186
Patent Number:	7552494
Patent Number:	7392559
Patent Number:	D594640
Patent Number:	D571678

CORRESPONDENCE DATA

Fax Number: (978)927-7477

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 978-526-8111

Email: gah.docket@gherbster.com

Correspondent Name: George A. Herbster

Address Line 1: 100 Cummings Center

Address Line 2: Suite 213C

OP \$280.00 12350605

501408779

PATENT  
REEL: 025653 FRAME: 0672

Address Line 4: Beverly, MASSACHUSETTS 01915

ATTORNEY DOCKET NUMBER:	F60-000NAMECHANGE
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NAME OF SUBMITTER:	George A. Herbster
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**Total Attachments: 5**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made, executed and delivered as of September ~~20~~ 20, 2010, by and between MCA Financial Group, Ltd., in its capacity as Receiver ("Assignor") eSoles, L.L.C., an Arizona limited liability company, pursuant to the Order Appointing Receiver, dated June 2, 2010, that was entered in the case of David B. Williams v. eSoles, L.L.C., an Arizona limited liability company, et. al. No. CV 2010-016593 (Superior Court, Maricopa County, Arizona) (the "Receivership Case"), and ES2 LLC, a Delaware limited liability company ("Assignee").

WHEREAS, in connection with that certain Order Granting Motion to Approve Sale of Assets Free and Clear of All Liens and Bidding Procedures dated September 14, 2010 entered in the Receivership Case (the "Sale Order"), Assignee was the successful bidder at the sale of assets held in connection with the Sale Order on September 22, 2010.

WHEREAS, pursuant to the Sale Order, Assignor is authorized to deliver to Assignee this Assignment.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, all right, title and interest, if any, in and to all intellectual and industrial property rights of any sort, domestic and foreign, including, without limitation, those matters described in Exhibit A and the following:

- (a) Trademarks anywhere (registered and unregistered, and any applications for registration), service marks, trade dress, and business and trade names,
- (b) Patents anywhere, applications, inventions (even if not reduced to practice), creations, discoveries, trade secrets, and processes,
- (c) Copyrights anywhere (registered and unregistered, and any applications for registration), works of authorship,
- (d) Domain names, and
- (e) License agreements,

together with all (i) rights in any and all precursors, portions and work in progress with respect to any of the foregoing; (ii) all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing; (iii) all technology, software, source and object code, databases, information, specifications, instructions, know-how, materials and tools related to any of the foregoing or to the development, support or maintenance thereof; and (iv) all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights", "artist's rights", "droit moral"

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or the like related to any of the foregoing (collectively the "Intellectual Property"), and in and to any cause of action that has previously arisen or that may arise with respect to unconsented use or infringement of the Intellectual Property.

2. Assignor hereby authorizes the Commissioner of Patents and Trademarks and any official with corresponding responsibilities and powers in any foreign country to assign and/or issue any of the Intellectual Property to Assignee, as assignee of the right, title and interest thereto.

3. Assignor shall deliver to ES2 all documents and things constituting, comprising, referring to or relating to the Intellectual Property. Assignor agrees to cooperate as and when reasonably requested by Assignee, at Assignee's sole expense, to assist Assignee in seeking, perfecting or enforcing the Assignee's rights in the Intellectual Property, including, by executing all affidavits, assignments, assignment recordation forms, and other documents necessary (i) to effectively secure to and vest in Assignee, its successors and assigns, the right, title and interest in and to the Intellectual Property, and (ii) in connection with the preparation, prosecution and maintenance of the Intellectual Property.

4. ASSIGNOR CONVEYS THE INTELLECTUAL PROPERTY ON AN "AS IS," "WHERE IS" BASIS WITHOUT ANY EXPRESSED OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER FROM THE RECEIVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WITHOUT WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE.

5. This Assignment may be executed in one or more counterparts for the convenience of the parties. Each executed counterpart shall for all purposes be deemed an original, but all of which together shall constitute in the aggregate one and the same instrument. The signature pages from one or more counterparts may be removed therefrom and attached to one or more duplicate Assignments containing all original signatures. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on the date or dates written below.

ASSIGNOR:

MCA FINANCIAL GROUP, LTD. in its capacity as Receiver ("Grantor") eSoles, L.L.C., an Arizona limited liability company, pursuant to the Order Appointing Receiver, dated June 2, 2010, that was entered in the case of David B. Williams v. eSoles, L.L.C., an Arizona limited liability company, et. al., No. CV 2010-016593 (Superior Court, Maricopa County, Arizona)

By:

Name: Keith Bierman

Its: Senior Managing Director

ASSIGNEE:

ES2 LLC, a Delaware limited liability company

By:

Name:

Its:

## Intellectual Property

**PATENT**  
**REEL: 025653 FRAME: 0677**

