

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Boottique, Inc.	02/07/2011
RECEIVING PARTY DATA	
Name:	Boottique IP, LLC
Street Address:	4950 Malibu Drive
City:	Edina
State/Country:	MINNESOTA
Postal Code:	55436
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7775410
CORRESPONDENCE DATA	
Fax Number:	(612)746-2561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(612)746-2565
Email:	abarthel@skjold-barthel.com
Correspondent Name:	Anthony Barthel
Address Line 1:	222 South 9th Street, Suite 3220
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	11405.0001
NAME OF SUBMITTER:	Anthony L. Barthel
Total Attachments: 2 source=Patent Assignment#page1.tif source=Patent Assignment#page2.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Agreement") is made and effective this 7th day of February, 2011, between Boottique, Inc., a Minnesota corporation (the "Assignor") and Boottique IP, LLC, a Minnesota limited liability company (the "Assignee").

WHEREAS, Assignor holds a United States Patent, Patent No. 7,775,410B2 (the "Patent"); and

WHEREAS, Assignee wishes to acquire the entire rights, title and interest in the Patent.

NOW, THEREFORE, the parties agree as follows:

1. **ASSIGNMENT**. Assignor does hereby irrevocable assign to Assignee all rights, title and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights) in and to the Patent.

2. **CONSIDERATION**. In consideration for the assignment set forth in Section 1, Assignor shall pay to Assignee the sum of One Dollar (\$1.00), plus other good and valuable consideration, the receipt of which is hereby acknowledged.

3. **REPRESENTATIONS AND WARRANTIES**. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Patent;
- (c) The Patent is free of any liens, securities interests, encumbrances or licenses;
- (d) The Patent does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Patent;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **ATTORNEYS' FEES**. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this

Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **AMENDMENT.** This Agreement may be amended only by a writing signed by both parties.

7. **SEVERABILITY.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

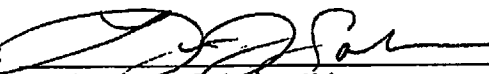
8. **AGREEMENT TO PERFORM NECESSARY ACTS.** Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.


9. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Boottique, Inc.

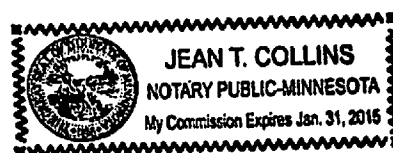
Boottique IP, LLC

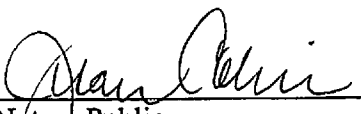
By: 
Lindsay J. Sokolowski
Its: President

By: 
Lindsay J. Sokolowski
Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

Before me personally appeared Lindsay J. Sokolowski, the President of Boottique, Inc., a Minnesota corporation, and acknowledged the foregoing instrument to be her free act and deed this 8th day of February, 2011, on behalf of the Corporation.




Notary Public