

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Darren M Coon	02/15/2011
RECEIVING PARTY DATA	
Name:	Karma Culture, LLC
Street Address:	P.O. Box 698
City:	Mendon
State/Country:	NEW YORK
Postal Code:	14506
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7874420
Application Number:	12766868
Patent Number:	D631351
PCT Number:	US1022922
Application Number:	61296283
CORRESPONDENCE DATA	
Fax Number:	(585)454-3968
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Katherine H. McGuire, Esq.
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Address Line 2:	700 Crossroads Building
Address Line 4:	Rochester, NEW YORK 14614
ATTORNEY DOCKET NUMBER:	RA590.77467
NAME OF SUBMITTER:	Katherine H. McGuire, Esq.

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Total Attachments: 5

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**ASSIGNMENT OF
INTELLECTUAL PROPERTY**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is made this 15th day of February, 2011 by Darren M. Coon, having an address at 68 Lacey Lane, Brockport, New York 14420 ("Coon") to Karma Culture LLC, a New York limited liability ("Karma").

WHEREAS, pursuant to a Subscription Agreement (the "Subscription") between Coon and Karma dated the same date as the date of this Assignment, Coon has subscribed for the purchase of certain Common Units (the "Units") of interest as a Common Member in Karma; and

WHEREAS, pursuant to the Subscription, the consideration to be paid by Coon for the Units is the assignment to Karma of his dispensing cap and other inventions listed in Appendix A (collectively, the "Invention"), and the patents and patent applications which are also listed in Appendix A (collectively, the "Assigned Patents"), including United States Patent No. 7,874,420, and United States Patent No. D631,351, and the related intellectual property, all as more fully described in this Assignment; and

WHEREAS, Karma wishes to accept the Subscription, issue the Units to Coon and accept an assignment of the Patents; and

WHEREAS, the parties hereto desire to execute this Assignment to evidence the assignment to Karma of the Invention, the Assigned Patents and all related intellectual property;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. **Assignment.** Coon hereby relinquishes, sells, assigns and transfers exclusively to Karma, free and clear of any and all security interests, liens, pledges or encumbrances of any kind (collectively, the "Encumbrances"), all right, title and interest in and to all of the following property (the "Assigned Property") (a) the Invention, (b) the Assigned Patents, (c) all current or pending applications and registrations thereof, for the United States and for all foreign countries (if any), (d) all income, royalties, damages or payments due or payable with respect thereto at any time, (e) the right to sue for damages, injunctive relief and any other remedies in respect of any past, present or future infringement thereof, or any of them, whenever or wherever occurring, and to collect the same for its own use and enjoyment, (f) all goodwill associated with the Assigned Patents, and (f) any all information, whether or not confidential, directly relating to or derived from the Invention or the Assigned Patents, including but not limited to following (i) all ideas, inventions, discoveries and improvements thereof, whether patentable or not, and (ii) all renderings, sketches, schematics, photographs, notes, drawings, and specifications. By way of example and not limitation, the foregoing assignment shall include all of the Coon's right, title and interest in and to the Assigned Patents, including any pending applications and registrations of the Assigned Patents, together with the inventions described therein, and any extensions,

reissues, substitutes, divisions, reexaminations, renewals, continuations and continuations-in-part thereof, the same to be held and enjoyed by Karma for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the patents are granted, reexamined or reissued, as fully and entirely as the same would have been held and enjoyed by Coon, if this Assignment had not been made, together with the right to apply for and prosecute foreign patents or other forms of protection, and all claims for damages by reason of past infringement of said Assigned Patents or related rights assigned herein, with the right to sue for, and collect the same for, its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

2. **Representations and Warranties.** Coon represents and warrants to Karma that:

- (a) he has full power and authority to execute and deliver this Assignment;
- (b) the Assigned Patents are valid and in full force and effect;
- (c) he is the sole and exclusive legal and beneficial owner of all right, title and interest in and to the Assigned Property, and Coon has not granted any person other than Karma any interest in or right to use the Assigned Property;
- (d) the Assigned Patents constitutes all of the patents and patent applications that are owned by Coon which involve or relate to any technology or aspect of the Inventions and the Assigned Property includes all related intellectual property and information necessary to assemble the Inventions;
- (e) the Assigned Property is not subject to and is free and clear of Encumbrances of any kind;
- (f) there are no claims, threatened or pending, with respect to any of the Assigned Property;
- (g) he is not subject to any agreement, order or judgment that is inconsistent with the terms hereof or which is violated by this Assignment; and
- (h) the Inventions do not infringe on the patent or other intellectual property rights of any third party.

3. **Delivery of Assigned Patent Information.** Concurrently with the execution and delivery hereof, Coon shall deliver to Karma (a) the file wrapper and file history for the Assigned Patents, (b) any and all correspondence with the United States Patent and Trademark Office with respect to an Assigned Patent (including any application, whether or not a patent issued), and (c) all internal disclosures, memoranda, legal opinions, prior art, data, lab notes, and other documentation and materials relating to or implementing the Invention (including renderings, sketches, schematics, photographs, notes, drawings, and specifications).

4. **Indemnification.** Coon shall indemnify, defend and hold harmless Karma and its officers, directors, agents, members and agents from any and all claims, causes of actions, damages, judgments, liabilities, amounts paid in settlement and expenses (including attorneys fees) incurred in connection with, arising from or related to (a) any inaccuracy or breach of the representations and warranties made in this Assignment, (b) any failure to comply or observe his

covenants and obligations in this Assignment, and (c) actual or claimed infringement or violation of any rights of any third parties, including any patents or trade secrets.

5. **Successors and Assigns.** This Assignment shall be enforceable against, and shall inure to the benefit of, the respective successors and permitted assigns of each of Coon and Karma. This Assignment may be modified or amended only by a written instrument signed by each of the parties hereto.

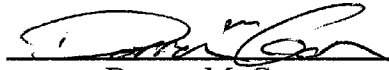
6. **Obligation to Cooperate.** Coon shall execute, from time to time on or after the date hereof upon the request of Karma, such further documents and conveyance instruments as may be necessary to evidence more fully the transfer of ownership of all the Assigned Property to Karma along with all rights associated therewith, and will, at Assignee's sole expense, execute all papers and perform any other lawful acts requested by Assignee for the preparation, prosecution, procurement, maintenance, enforcement and defense of the Assigned Patents throughout the world, and will execute all documents and perform any other lawful act necessary to vest in Assignee all of Assignor's right, title and interest in and to the Assigned Patents.. Coon further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Karma in and to the Assigned Patents and to perform any other acts deemed necessary to carry out the intent of this Assignment.

7. **Entire Agreement, etc.** This Agreement and the Subscription Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements or understandings between the parties with respect to the subject matter hereof, whether written or oral. This Agreement may be amended or modified only by a written instrument executed by both parties

8. **Governing Law.** This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of New York, without giving effect to any conflicts of law rule or principle that might require application of the laws of another jurisdiction. Any litigation involving this Assignment shall be adjudicated in a court located in Monroe County, New York. Coon hereby consents to the jurisdiction and venue of such courts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Coon has executed this Assignment as of the date first above written.



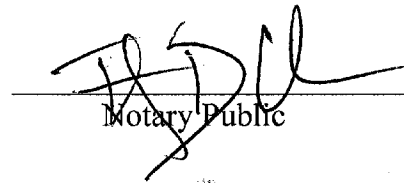
Darren M. Coon

STATE OF NEW YORK

COUNTY OF MONROE ss.:

On this 15th day of February, 2011, before me, the undersigned, personally appeared Darren Coon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the foregoing instrument and acknowledged to me that he executed the same and that by his signature(s) on the instrument, the individual executed the instrument.

TIMOTHY D. CONDON
Notary Public, State of New York
Qualified in Ontario County
No. 02CO6204304
Commission Expires April 13, 2013



Notary Public

APPENDIX A

U.S. Patent No.	Date of Patent	Title of Invention
7,874,420	January 25, 2011	Affixable Dispensing Capsule
U.S. Design Patent No.	Date of Patent	Title of Invention
D631,351	January 25, 2011	Dispensing Cap for a Water Bottle
International Application No.	Filing Date	Title of Invention
PCT/US2010/022922	February 2, 2010	Dispensing Capsule
U.S. Patent App. Nos.		
12/766,868	April 24, 2010	Dispensing Capsule
61/296,283	January 19, 2010	Dispensing Capsule