

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
IG Holdings, LLC	01/04/2012
RECEIVING PARTY DATA	
Name:	Diversified Gel Products, LLC
Street Address:	510 Willow Street, P.O. Box 38
City:	Farmington
State/Country:	MINNESOTA
Postal Code:	55024
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	10962189
Patent Number:	7041719
Patent Number:	6588511
Patent Number:	6896065
Application Number:	11326594
Application Number:	11834316
Application Number:	12101373
Application Number:	12186942
Application Number:	12425371
Application Number:	10681831
Application Number:	12186922
Application Number:	61496448
CORRESPONDENCE DATA	
Fax Number:	(612)642-8331
Phone:	612-672-8331

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PATENT  
 REEL: 027483 FRAME: 0989

OP \$480.00 10962189

Email: john.provo@maslon.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: John W. Provo, Esq. c/o Maslon et al

Address Line 1: 90 South Seventh Street, Suite 3300

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	20111589
NAME OF SUBMITTER:	John W. Provo
Total Attachments: 3 source=DOCS-_859807-v1-Redacted_License_Agreement_for_filing_USPTO[1]#page1.tif source=DOCS-_859807-v1-Redacted_License_Agreement_for_filing_USPTO[1]#page2.tif source=DOCS-_859807-v1-Redacted_License_Agreement_for_filing_USPTO[1]#page3.tif	

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## EXCLUSIVE LICENSE AND SUPPLY AGREEMENT

This Exclusive License and Supply Agreement ("Agreement") is made effective as of January 4, 2012 ("Effective Date"), by and between IG Holdings, LLC ("IG"), and Diversified Gel Products, LLC, a Minnesota limited liability company ("Diversified"). IG and Diversified may be referred to herein individually as a "Party", or collectively as the "Parties."

### BACKGROUND

IG and Diversified have entered into that certain Transaction Framework Agreement effective as of January 4, 2012 (the "Framework Agreement") which, among other things, sets forth some of the terms and conditions pursuant to which IG and Diversified will complete a transaction involving: (i) the assignment of certain intellectual property by IG to Diversified under the terms of that certain Intellectual Property Purchase Agreement And Assignment between the Parties dated effective as of January 4, 2012 (the "Purchase Agreement"); and (ii) IG will grant an exclusive license to Diversified under IG's retained ownership rights in all such inventions, formulae, know-how and other proprietary rights for use in all markets and fields of use except for certain fields of use reserved by IG.

IG and Peerless Plastics, Inc. ("Peerless") previously entered into that certain Supply, License, and Royalty Agreement dated as of January 14, 2009, and amended on December 28, 2009 and June 1, 2011 (the "Former License") pursuant to which IG granted Peerless a non-exclusive license to manufacture, market, distribute, import, export, and sell certain products incorporating IG's "Shock Absorbing Compound Gel" product. On January 4, 2012, Peerless assigned all of its rights, title and interest in and to the Former License to Diversified, and Diversified accepted all of such rights, title and interest. IG and Diversified now desire to supersede the Former License by entering into this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IG and Diversified agree as follows:

1. Definitions. Unless the context otherwise requires, all capitalized words and phrases used in this Agreement shall have the respective meanings set forth in Section 1 of the Framework Agreement. In addition, the definitions set forth in Exhibit A (Defined Terms) shall apply to this License Agreement.

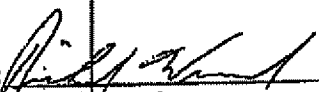
2. License Grant. Subject to the terms and conditions of this Agreement, IG hereby grants to Diversified, and Diversified accepts, each of the following worldwide and sublicenseable license rights during the Term:

2.1 An exclusive (even as to IG), royalty-bearing license under the IG Proprietary Rights to make, have made, use, sell, offer for sale, import and have imported the Diversified Exclusive Products;

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument in their names by their properly and duly authorized officers or representatives as of the date first above written.

IG HOLDINGS, LLC

DIVERSIFIED GEL PRODUCTS, LLC

By:   
Richard Wunsch  
Authorized Signatory

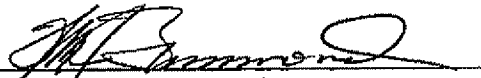
By: \_\_\_\_\_  
William J. Brummond  
President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as a sealed instrument in their names by their properly and duly authorized officers or representatives as of the date first above written.

IG HOLDINGS, LLC

DIVERSIFIED GEL PRODUCTS, LLC

By: \_\_\_\_\_  
Matthew Kriesel  
President

By:   
William J. Brummond  
President