## 501781684 01/10/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/02/2008

## CONVEYING PARTY DATA

Name	Execution Date
David Nathan BERGLUND	02/12/2008

## RECEIVING PARTY DATA

Name:	EDISON NATION, LLC
Street Address:	520 Elliot Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12185710

## CORRESPONDENCE DATA

 Fax Number:
 (877)248-5100

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 877-248-5100

 Email:
 uspto@ti-law.com

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

Mail.

Correspondent Name: TILLMAN WRIGHT, PLLC

Address Line 1: PO Box 49309

Address Line 4: Charlotte, NORTH CAROLINA 28277

ATTORNEY DOCKET NUMBER:	1697.022.03
NAME OF SUBMITTER:	David R. Higgins

### Total Attachments: 6

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## ASSIGNMENT OF INVENTION RIGHTS FOR RECORDATION PURPOSES AT THE U.S. PATENT & TRADEMARK OFFICE

## WHEREAS,

## David Nathan Berglund

3252 Beaman Avenue Charlotte, NC 28273

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Invention"), for a full description of which reference is here made to:

Serial Number: <u>60/986,571</u> Filed on: <u>November 8, 2007</u>;

Serial Number: <u>61/005,019</u> Filed on: <u>December 3, 2007</u>;

Serial Number: <u>61/023,866</u> Filed on: January 27, 2008;

Serial Number: <u>29/302,881</u> Filed on: January 27, 2008; and

Serial Number: <u>29/302,882</u> Filed on: <u>January 27, 2008</u>;

(hereinafter singly and combined "Application") filed with the U.S. Patent & Trademark Office:

## WHEREAS,

## EDISON NATION PRODUCT COMPANY 2, LLC

520 Elliot Street Charlotte, NC 28202

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Invention and the Application, and in, to, and under any and all patents that may be obtained for the Invention, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- □ The Invention and the Application;
- Any and all other applications for patent for the Invention that may or have been filed in any and all countries, including any patent application from which priority is claimed;
- Any and all patents that may be obtained for the Invention in any and all countries;
- Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;

- □ Any patent application claiming priority to any of the foregoing; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including the right to sue for patent infringement;

(hereinafter collectively "Invention Rights").

## FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, and Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this Agreement.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants that Assignor is an original inventor of the Invention; and Assignor has reviewed and understood the contents of the Application.

Finally, Assignor hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Page Follows]

DAVID NATHON BREGUND (Printed Name) NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT State of County of United States of America I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Ben [mdperson appearing before notary) Notary Signature: \_ My Commission Expires July 10, 2012 My Commission Expires:

(Signature)

This the 12th day of FEBRUARY 2008

Assignor

SOSID: 1006339 Date Filed: 9/2/2008 3:28:00 PM Elaine F. Marshall North Carolina Secretary of State C200824600241

## State of North Carolina

## Department of the Secretary of State

#### ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55A-11-09(d), 55A-11-04, 57C-9A-22(a), 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

- 1. The name of the surviving entity is EDISON NATION, LLC, a limited liability company organized under the laws of NORTH CAROLINA.
- 2. The address of the surviving entity is:

520 ELLIOTT STREET CHARLOTTE, NC 28202 MECKLENBURG COUNTY

- 3. The names of the merged entities are set forth on <u>EXHIBIT A</u> attached hereto. All merged entities are limited liability companies organized under the laws of NORTH CAROLINA.
- 4. The text of each amendment, if any, to the Articles of Organization within the Plan of Merger is attached.
- 5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.
- 6. These articles will be effective on September 2<sup>nd</sup>.

This the 29<sup>th</sup> day of August, 2008.

By its Manager:

EDISON NATION, LLC

C. Christopher Clark

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# EXHIBIT A

# Merged Entities

Name of Company	Date of Formation
Bouncing Brain Innovations Season One, LLC	November 7, 2005
Arccivo, LLC	July 14, 2005
Pressix TECHNOLOGIES, LLC	July 14, 2005
Vicious Tools, LLC	July 14, 2005
Shredder Games, LLC	July 14, 2005
Befudiom Games, LLC	August 31, 2005
SnacDaddy, LLC	August 31. 2005
Loopa, LLC	September 21, 2005
Oscillators, LLC	September 21, 2005
T-Square Technologies, LLC	September 21, 2005
CCB Technologies, LLC	November 2, 2005
Pen Technologies, LLC	November 2, 2005
Core Exercise Technologies, LLC	November 7, 2005
Stroller Technologies, LLC	November 7, 2005
Snuggle Nest, LLC	February 3, 2005
Bouncing Brain Innovations Season Two, LLC	June 9, 2006
Bouncing Brain Innovations Season Two Subsidiary 1, LLC	June 9, 2006
Bouncing Brain Innovations Season Two Subsidiary 2, LLC	June 9, 2006
Bouncing Brain Innovations Season Two Subsidiary 3, LLC	June 9, 2006
Bouncing Brain Innovations Season Two Subsidiary 4, LLC	June 9, 2006
Bouncing Brain Innovations Season Two Subsidiary 5, LLC	February 28, 2007
Bouncing Brain Innovations Season Two Subsidiary 6, LLC	February 28, 2007
Bouncing Brain Innovations Season Two Subsidiary 7, LLC	February 28, 2007
Bouncing Brain Innovations Season Two Subsidiary 8, LLC	February 28, 2007
Bouncing Brain Innovations Season Two Subsidiary 10, LLC	February 28, 2007
Bouncing Brain Innovations Season Two Subsidiary 11, LLC	May 4, 2007
Bouncing Brain Innovations Season Two Subsidiary 12, LLC	May 4, 2007
Bouncing Brain Innovations Season Two Subsidiary 13, LLC	May 4, 2007

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Bouncing Brain Innovations Season Two Subsidiary 14, LLC	May 4, 2007
Bouncing Brain Innovations Season Two Subsidiary 16, LLC	May 4, 2007
Bouncing Brain Innovations Season Two Subsidiary 17, LLC	February 28, 2007
Bouncing Brain Innovations Season Three, LLC	February 28, 2007
Bouncing Brain Innovations Season Three Subsidiary 1, LLC	January 25, 2008
Bouncing Brain Innovations Season Three Subsidiary 2, LLC	February 28, 2007
Bouncing Brain Innovations Season Three Subsidiary 3, LLC	March 27, 2008
Bouncing Brain Innovations Season Three Subsidiary 4, LLC	March 27, 2008
Bouncing Brain Innovations Season Three Subsidiary 5, LLC	March 27, 2008
Bouncing Brain Innovations Season Three Subsidiary 6, LLC	March 27, 2008
Bouncing Brain Innovations Season Three Subsidiary 7, LLC	March 27, 2008
Edison Nation Product Company 1, LLC	October 25, 2007
Edison Nation Product Company 2, LLC	October 25, 2007
Edison Nation Product Company 3, LLC	December 3, 2007
Edison Nation Product Company 4, LLC	December 5, 2007
Edison Nation Product Company 5, LLC	December 5, 2007
Edison Nation Product Company 6, LLC	December 5, 2007
Edison Nation Product Company 7, LLC	December 5, 2007
Edison Nation Product Company 8, LLC	December 5, 2007
Edison Nation Product Company 9, LLC	December 5, 2007
Edison Nation Product Company 10, LLC	December 5, 2007
Edison Nation Product Company 11, LLC	December 5, 2007
Edison Nation Product Company 12, LLC	December 5, 2007
Edison Nation Product Company 13, LLC	December 5, 2007

**RECORDED: 01/10/2012** 

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