

## PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Zeno Corporation	01/13/2012
RECEIVING PARTY DATA	
Name:	Lumatherm, Inc.
Street Address:	401 Congress Avenue, Ste. 2950
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7137979
Application Number:	11541805
Application Number:	11435568
Application Number:	11429927
Application Number:	11766560
Application Number:	11839167
Application Number:	12397419
Patent Number:	D538426
CORRESPONDENCE DATA	
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Geoffrey Oberhaus/Dinsmore & Shohl LLP
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OP \$320.00 7137979

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ATTORNEY DOCKET NUMBER: 73535-2

NAME OF SUBMITTER: Geoffrey L. Oberhaus

Total Attachments: 3  
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## **INTELLECTUAL PROPERTY**

### **ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") from **Zeno Corporation**, successor in interest to Tyrell, Inc., a Texas Corporation, ("Assignor"), and **Lumatherm, Inc.**, a Delaware corporation ("Assignee") is entered into on this 13th day of January, 2012 (the "Effective Date").

WHEREAS, Assignee has purchased certain assets of Assignor pursuant to that certain Uniform Commercial Code, Certificate of Sale between Assignee and Comerica Bank, a Texas Banking Association (the "Agreement") dated the same date as this Assignment; and

WHEREAS, the Assignor is the owner of the Collateral (as defined in the Agreement); and

WHEREAS, Assignee is desirous of acquiring the entire, right, title and interest in and to said Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor agree as follows:

1. Copyrights. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, its entire right, title and interest existing as of the date hereof in and to the following Collateral:

a. any and all copyrights of Assignor and any registrations and copyright applications relating thereto and any renewals and extensions thereof (collectively referred to as the "Copyrights");

b. any and all rights to all works based upon, derived from, or incorporating the works covered by the Copyrights (collectively referred to as the "Copyright Derivative Rights");

c. any and all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Copyrights and Copyright Derivative Rights, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the Copyrights and Copyright Derivative Rights; and

d. any and all rights corresponding to the Copyrights and Copyright Derivative Rights throughout the world.

2. Trademarks. Effective immediately upon the execution of this Assignment, Assignor does hereby irrevocably sell, assign, and transfer to Assignee, its successors and assigns, their entire right, title and interest existing as of the date hereof in and to and under the following Collateral, and the goodwill of the business symbolized thereby:

- a. all trademarks, trade names, service marks, service names and brand names (collectively referred to as "Trademarks");
- b. any and all other rights, privileges and priorities of Assignor provided under United States, state or foreign law with respect to the Trademarks including without limitation common law rights, trade dress rights and rights under the laws of unfair competition and dilution (collectively referred to as "Trademark Related Rights");
- c. any and all rights to sue at law or in equity for any infringement, imitation, impairment, distortion, dilution or other unauthorized use or conduct in derogation of the Trademarks and Trademark Related Rights occurring prior to or after the Effective Date, including the right to receive all proceeds and damages therefrom; and
- d. any and all rights in and to obtain registrations, renewals or registration or other legal protections pertaining to the Trademarks and Trademark Related Rights.

3. Patents and Trade Secrets. Effective immediately, the Assignor does hereby sell, assign and transfer unto Assignee the following Collateral:

- a. any and all patentable subject matter contained in its intellectual property, know how, trade secrets and any other aspect of the business existing as of the date hereof; including without limitation, patents and patent applications and all goodwill associated therewith, and all continuations, continuations-in-part, divisionals, reexaminations, reissues, extensions, and foreign counterparts, as well as all patents or patent applications claiming priority from any of the foregoing, and the right to claim priority to any of the foregoing (the "Business").
- b. any trade secrets or other matter that is not patentable in its intellectual property, know-how, trade secrets and any other aspect of Assignor's Business and all rights thereunder, including the right to sue for past or future misappropriation thereof.

4. Further Acts. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may reasonably deem necessary to secure to Assignee or to its designee the copyright, trademark, patent, trade secret and other intellectual property rights herein assigned.

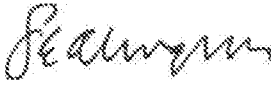
5. Miscellaneous.

- a. Headings. The headings in this Assignment are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions hereof.
- b. Governing Law. This Assignment and the rights and obligations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to Texas's conflict of laws principles.
- c. Assignability. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, and assigns.

d. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

ASSIGNOR (Zeno Corporation):

By: \_\_\_\_\_

Name: Scott E. Almquist

Title: CEO

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