

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Marcus May	06/20/2011
RECEIVING PARTY DATA	
Name:	Direct Store Delivery, Ltd.
Street Address:	838 Reedy Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29397002
CORRESPONDENCE DATA	
Fax Number:	5134890488
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5134890361
Email:	jwoodard@zoomtown.com
Correspondent Name:	John Woodard
Address Line 1:	8657 Twilight Tear Lane
Address Line 4:	Cincinnati, OHIO 45249
ATTORNEY DOCKET NUMBER:	110421-SJK
NAME OF SUBMITTER:	John B. Woodard
Total Attachments: 3 source=SignedAssignmentContract#page1.tif source=SignedAssignmentContract#page2.tif source=SignedAssignmentContract#page3.tif	

OP \$40.00 29397002

AGREEMENT

THIS AGREEMENT entered into this 1st day of June, 2011 (the "effective date"), is by and between Marcus May, an individual residing at 1133 Meadow Spur, Bath, OH 44333, hereinafter referred to as "Assignor," and Direct Store Delivery, Ltd., an Ohio Corporation having offices located at 838 Reedy St., Cincinnati, OH 45202, hereinafter referred to as "Assignee."

WHEREAS, Assignor has invented a Design for a boat fender having a shape resembling a beer bottle ("the Design");

WHEREAS, Assignor desires to convey to Assignee and Assignee desires to acquire from Assignor all Intellectual Property rights related to the Design;

WHEREAS, Assignee desires to secure one or more U.S. and foreign design patents, industrial designs, utility models, copyrights or copyright registrations, and/or other appropriate Intellectual Property protection related to the Design;

WHEREAS, the parties have proposed to cooperate in securing for Assignee such U.S. and foreign Intellectual Property protection related to the Design;

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows regarding the conveyance, assignment, and transfer of Intellectual Property rights related to the Design and future cooperation to formally secure such rights for Assignee:

1. Definitions

1.1 The Design means the design invented by Assignor for a boat fender resembling a beer bottle, including but not limited to the depicted boat fender in the attached Exhibit A, Figs. 1-9 and derivative designs, improvements, technical information, design and manufacturing know-how, whether patentable or not and regardless of medium, form or characteristic, pertaining to such Design.

1.2 Improvement means any modification, enhancement, upgrade or variation of the Design.

1.3 Affiliate means any person, entity, or party other than Assignor, designated by Assignee, to cooperate in the product development, intellectual property protection, marketing, and/or other activity related to the commercial exploitation of the Design by Assignee.

2. Assignment of Intellectual Property Rights

2.1 Assignor hereby assigns, sells, transfers and sets over to Assignee, all rights, title and interest in, to and under the Design, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, exclusive ownership of all U.S. and foreign intellectual property rights and goodwill related to the Design, whether patentable or not, and whether protectable by copyright or other Intellectual Property or U.S. or foreign registration or not, including improvements and derivative designs. Assignor therefore assigns all U.S. and foreign patents, designs and/or industrial designs, copyrights, utility models, and any applications thereof pertaining to the Design to Assignee, including any and all divisions, continuations, and continuations-in-part thereof, and any and all Letters Patent, copyrights and/or copyright registrations, design registrations, or foreign utility models which may be granted thereon, including any and all renewals, reissues, reexaminations and extensions thereof. Assignor grants to Assignee any and all priority and/or convention rights or benefits accruing or to accrue with respect to the filing or securing of patents, designs or industrial designs, utility models, copyrights and/or copyright registrations, or other such Intellectual Property rights or applications for registration thereof pertaining to the Design in the United States and/or any foreign country.

2.2 Assignor hereby warrants and represents that it has the full right to convey the entire right and interest to the Design herein assigned to Assignee, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

2.3 Assignor hereby agrees to assist and cooperate with Assignee as needed to secure and protect Assignee's ownership, as assigned by Assignor to Assignee herein, of the Intellectual Property of the Design. This obligation of Assignor includes but is not limited to Assignor's execution of all papers that may be necessary to file any patent, design or industrial design, copyright registration, or utility model application for the design and/or derivatives or Improvements thereon in the United States and foreign countries and the assignment of the same to Assignee.

3. Payments and Obligations

3.1 Upon execution of this Agreement by Assignor and Assignee, Assignee and or one or more of Assignee's Affiliates will prepare and file with the U.S. Patent and Trademark Office an application for a U.S. Design Patent for the Design. Upon issuance of a U.S. Design Patent for the Design, Assignee will pay Assignor an inventor's fee of five thousand dollars (USD \$5,000.00), payable to Assignor within ninety (90) days of the issue date of the issued U.S. Design Patent for the Design.

3.2 All application preparation, filing, professional, and patent prosecution costs associated with securing the U.S. Design Patent or other U.S. or foreign Intellectual Property protection for the Design will be paid by Assignee or its Affiliates. No additional payments by

Assignee and/or its Affiliates will be due to Assignor for Assignee's securing of additional U.S. or foreign Intellectual Property protection beyond the inventor's fee payment obligations related to securing an issued U.S. Design Patent for the Design as described in paragraph 3.1 above.

4. Construction

This Agreement will be construed and enforced in accordance with the laws of the State of Ohio and the courts having jurisdiction in Cincinnati, OH shall have jurisdiction for any disputes or litigation.


5. Entire Agreement

This Agreement constitutes the entire agreement between Assignor and Assignee and cancels and terminates as of its effective date all prior representations, negotiations, and agreements between the parties, whether written or oral or partly written and partly oral. If any term or condition set forth in this Agreement is declared null and void by a court or tribunal, the remaining terms and conditions above shall nevertheless remain in force. This Agreement may only be modified or supplemented by a written agreement of subsequent date signed by both parties.

6. Assignment of this Agreement

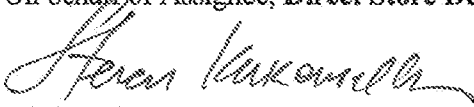
This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and affiliates of the parties hereto.

Assignor:


Name: Marcus May

6-1-2011
Date

On behalf of Assignee, Direct Store Delivery, Ltd.:


Name: Steven Kunkemoeller
Title: President

6-1-2011
Date