

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sandro Finamore	11/02/2012
RECEIVING PARTY DATA	
Name:	ThreeSixty Sourcing Ltd.
Street Address:	Unit 2202, 22/F., Octa Tower
Internal Address:	8 Lam Chak Street
City:	Kowloon Bay, Kowloon
State/Country:	HONG KONG
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7320419
CORRESPONDENCE DATA	
Fax Number:	8183324205
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8184888141
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Correspondent Name:	Jennifer H. Hamilton
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Address Line 4:	Encino, CALIFORNIA 91316
ATTORNEY DOCKET NUMBER:	MS12GEN001
NAME OF SUBMITTER:	Jennifer H. Hamilton
Total Attachments: 3 source=MS12GEN001_Finamore_ThreeSixty_Patent_Assignment#page1.tif source=MS12GEN001_Finamore_ThreeSixty_Patent_Assignment#page2.tif source=MS12GEN001_Finamore_ThreeSixty_Patent_Assignment#page3.tif	

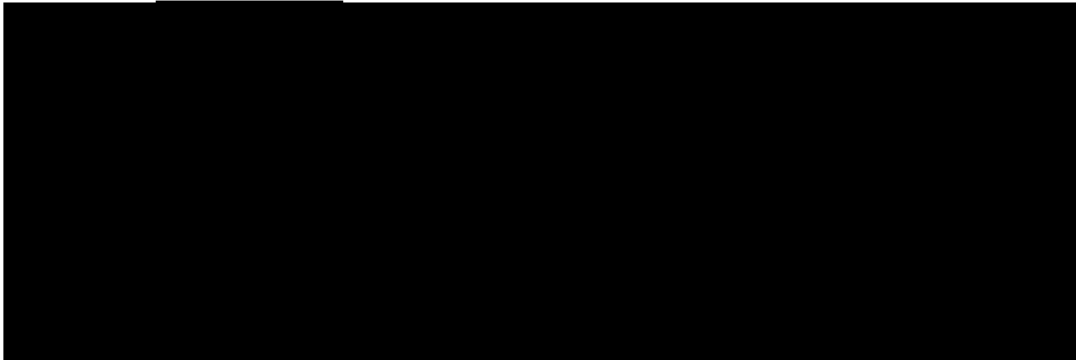
OP \$40.00 7320419

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of the 1st day of November, 2012 (the "*Effective Date*") by and between SANDRO FINAMORE, residing at 9015 Ridge Blvd., Brooklyn, NY 11209 ("*Finamore*"), and THREESIXTY SOURCING LTD., a Hong Kong company, having offices at Unit 2202, 22/F., Octa Tower, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong ("*ThreeSixty*").

1. **Agreement.** In exchange for the consideration set forth in Paragraph 2 below, Finamore hereby sells, assigns, conveys, transfers and delivers to ThreeSixty, and ThreeSixty hereby receives and accepts from Finamore, as of the Effective Date, all right, title and interest in and to U.S. Patent No. 7,320,419 (the '*'419 Patent*'), including, but not limited to, all rights to sue, enjoin or otherwise enforce (and continue any suit or other enforcement) for any infringement of the '*'419 Patent*' occurring before or after the Effective Date as well as all statutory, contractual and other claims, demands and causes of action for damages, royalties, fees or other income from, or infringement, misappropriation or violation of, any of the '*'419 Patent*', and all of the proceeds from the foregoing that are accrued and unpaid as of, and/or accruing after, the Effective Date.

2. **Consideration.**



3. **Representations and Warranties**

3.1 Each party represents and warrants to the other that (i) such party has the legal power and authority to execute, deliver and perform this Agreement; (ii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; (iii) the execution, delivery and performance of this Agreement will not cause or result in a violation of any law or of any contract by which such party is bound.

3.2 Finamore represents and warrants that he has the right and power to grant the assignment of all right, title and interest in and to the '*'419 Patent*' to ThreeSixty and that he has not entered into any other agreements with any other party granting any rights in and to the '*'419 Patent*'.

3.3 Finamore further represents and warrants that he is the sole and exclusive owner of the '*'419 Patent*' and that he has the authority to transfer all rights to ThreeSixty under this Agreement without the consent of any third party.

3.4 Finamore further represents and warrants that to his knowledge, the '419 Patent is valid, enforceable, and is not being infringed by any third party and has received no notice of any claims related to any of the foregoing.

3.5 Finamore further represents and warrants that to his knowledge, no third party rights would be infringed by the adoption of the claimed subject matter of the '419 Patent in a manufactured product.

4. Indemnity & Further Assurances.

4.1 ThreeSixty agrees to defend, indemnify and hold harmless Finamore and its respective agents, employees, officers, directors and representatives from and against any and all costs, expenses, liabilities, claims, damages, demands, actions, judgments, losses and fees, including reasonable attorneys' fees and costs, arising from any third party claim for personal injury or property damage to the extent such claim result from the manufacture, sale or use of any product manufactured by, or under license from, ThreeSixty pursuant to and covered by U.S. Patent No. 7,320,419 (the '419 Patent).

4.2 The parties agree to perform such acts, execute and deliver such information, instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement and/or rendering any other assistance, as is necessary or useful for ThreeSixty to secure and perfect sole and exclusive ownership of the '419 Patent and/or any part thereof, including assisting, as necessary, by executing any documents necessary to record ThreeSixty as the new owner of the '419 Patent. The parties agree that this document may be used to record the transfer of ownership of the '419 Patent; provided, however, that the consideration amount in Paragraph 2 above is redacted from the document prior to its use in recording such transfer.

5. Miscellaneous.

5.1 The internal laws of the State of California (without reference to its principles of conflicts of law) govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

5.2 The provisions of this Agreement may be waived, altered, amended, modified or repealed, in whole or in part, only by an instrument in writing signed by both Finamore and ThreeSixty.

5.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and upon such delivery the facsimile signature shall be deemed to have the same effect as if the original signature had been delivered to the other party.

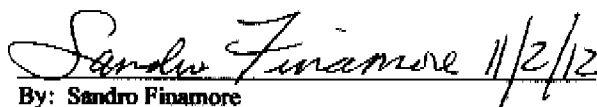
5.4 This Agreement contains the entire agreement of the parties and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof.

5.5 Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

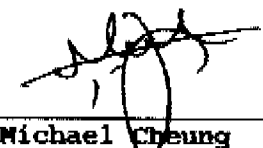
5.6 The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SANDRO FINAMORE


By: Sandro Finamore

THREESIXTY SOURCING LTD. (HK)


By: _____ November 2, 2012
Name: Michael Cheung
Title: Chief Financial Officer