

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Crispian Tompkin	11/15/2012
RECEIVING PARTY DATA	
Name:	MerchSource, LLC
Street Address:	19517 Pauling
City:	Foothill Ranch
State/Country:	CALIFORNIA
Postal Code:	92610
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29435266
CORRESPONDENCE DATA	
Fax Number:	8183324205
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8184888141
Email:	PTDocketing@eclipsegrp.com
Correspondent Name:	Jennifer H. Hamilton
Address Line 1:	The Eclipse Group LLP
Address Line 2:	6345 Balboa Blvd., Bldg. II, Suite 325
Address Line 4:	Encino, CALIFORNIA 91316
ATTORNEY DOCKET NUMBER:	MS12002USDP
NAME OF SUBMITTER:	Jennifer H. Hamilton
Total Attachments: 2 source=MS12002USDP_2012-11-20_Assignment#page1.tif source=MS12002USDP_2012-11-20_Assignment#page2.tif	

OP \$40.00 29435266

**CONFIRMATORY ASSIGNMENT**

This Assignment ("Assignment") shall be effective as of October 22, 2012 ("Effective Date") by and between:

Crispian Tompkin, having a place of residence at 11960 Iowa Ave., #4, Los Angeles, CA 90025 ("ASSIGNOR"); and

MerchSource, LLC, a Delaware limited liability company, having a principal place of business at 19517 Pauling, Foothill Ranch, CA 92610 ("COMPANY").

**1.0 BACKGROUND**

1.1 ASSIGNOR, through his engagement for services with COMPANY, as either employee or contractor, as the case may be, invented certain new and useful invention and/or improvement as described and set forth in an application for Letters Patent of the United States titled "FLASHLIGHT HEAD," U.S. Design Patent Application Serial No. 29/435,266 filed on October 22, 2012 and any foreign counterpart patent application to which priority is claimed, and any U.S. and foreign counterpart patent applications to which priority is claimed. The subject matter of his patent application shall be referred to as the "Invention."

1.2 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR is executing this Assignment to confirm COMPANY's ownership in and to formally transfer to COMPANY all right, title and interest in and to the Invention and all Letters Patent which may be granted from the Invention in the United States or any foreign country.

**2.0 ASSIGNMENT**

2.1 ASSIGNOR sells, assigns and transfers to COMPANY the full and exclusive right, title and interest in and to the Invention and all Letters Patent that may be granted from the Invention in the United States, including any continuation, division, renewal, substitute or reissue thereof for the full term or terms for which the patents may be granted. ASSIGNOR does hereby assign all right, title and interest in and to the Invention, including all intellectual property rights and copyrights in the Invention, to COMPANY.

2.2 ASSIGNOR also assigns all of his right, title and interest in and to the Invention in all foreign countries, including the right to apply for a patent in any foreign country and the right to all current and further applications for patents for the Invention, including the right to claim International Convention priority.

2.3 ASSIGNOR further transfers and assigns to COMPANY all causes of action, rights, and remedies arising under any such patent or application prior to or after the Effective Date of his Agreement.

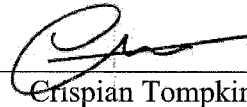
2.4 ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

2.5 ASSIGNOR further covenants that, upon COMPANY's request, ASSIGNOR will promptly provide COMPANY with all pertinent facts and documents relating to the Invention, and patents or patent applications as may be known and accessible to ASSIGNOR and ASSIGNOR will testify as to the same in any interference or litigation related to the Invention or any patent or patent application related thereto and will promptly execute and deliver to COMPANY or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce the Invention and any patents or patent application relating to the Invention as may be reasonably necessary or desirable.

The terms, covenants and provisions of this Assignment shall inure to the benefit of COMPANY, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assignees.

Date: 11/15/2012

By:



Crispian Tompkin