

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNMENT																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Techxotic. L.C.</td> <td>12/31/2012</td> </tr> <tr> <td>Thompson Manufacturing, Inc.</td> <td>12/31/2012</td> </tr> <tr> <td>Rock Exotica Equipment, L.C.</td> <td>12/31/2012</td> </tr> <tr> <td>Mr. Roche P. Thompson</td> <td>12/31/2012</td> </tr> </tbody> </table>		Name	Execution Date	Techxotic. L.C.	12/31/2012	Thompson Manufacturing, Inc.	12/31/2012	Rock Exotica Equipment, L.C.	12/31/2012	Mr. Roche P. Thompson	12/31/2012										
Name	Execution Date																				
Techxotic. L.C.	12/31/2012																				
Thompson Manufacturing, Inc.	12/31/2012																				
Rock Exotica Equipment, L.C.	12/31/2012																				
Mr. Roche P. Thompson	12/31/2012																				
RECEIVING PARTY DATA																					
Name:	JPL Rock Acquisition LLC																				
Street Address:	Freeport Center, Bldg. F-11, Section 1-A																				
City:	Clearfield																				
State/Country:	UTAH																				
Postal Code:	84016																				
PROPERTY NUMBERS Total: 9																					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12511841</td> </tr> <tr> <td>Patent Number:</td> <td>7228601</td> </tr> <tr> <td>Patent Number:</td> <td>7475456</td> </tr> <tr> <td>Patent Number:</td> <td>7216439</td> </tr> <tr> <td>Patent Number:</td> <td>7469771</td> </tr> <tr> <td>Patent Number:</td> <td>7168687</td> </tr> <tr> <td>Patent Number:</td> <td>7540074</td> </tr> <tr> <td>Patent Number:</td> <td>7669835</td> </tr> <tr> <td>Patent Number:</td> <td>7946006</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12511841	Patent Number:	7228601	Patent Number:	7475456	Patent Number:	7216439	Patent Number:	7469771	Patent Number:	7168687	Patent Number:	7540074	Patent Number:	7669835	Patent Number:	7946006
Property Type	Number																				
Application Number:	12511841																				
Patent Number:	7228601																				
Patent Number:	7475456																				
Patent Number:	7216439																				
Patent Number:	7469771																				
Patent Number:	7168687																				
Patent Number:	7540074																				
Patent Number:	7669835																				
Patent Number:	7946006																				
CORRESPONDENCE DATA																					
Fax Number:	3125212870																				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																					

CH \$360.00 12511841

Phone: 312.521.2760
Email: jhanrath@muchshelist.com
Correspondent Name: James P. Hanrath. Much Shelist, P.C.
Address Line 1: 191 N. Wacker Drive, Suite 1800
Address Line 4: Chicago, ILLINOIS 60606-1615

ATTORNEY DOCKET NUMBER:	0009258.0001
NAME OF SUBMITTER:	James P. Hanrath
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7
source=IP Assignment (EXECUTED)#page1.tif
source=IP Assignment (EXECUTED)#page2.tif
source=IP Assignment (EXECUTED)#page3.tif
source=IP Assignment (EXECUTED)#page4.tif
source=IP Assignment (EXECUTED)#page5.tif
source=IP Assignment (EXECUTED)#page6.tif
source=IP Assignment (EXECUTED)#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT, dated as of December 31, 2012 (this “**Assignment**”) is by and among Techxotic, L.C., a Utah limited liability company (“**Techxotic**”), Thompson Manufacturing, Inc., a Utah corporation (“**TMI**”), Rock Exotica Equipment, L.C., a Utah limited liability company (“**Rock Exotica**”) and, together with Techxotic and TMI, the “**Companies**”), and Rock P. Thompson, individually (“**Rock**”) and, together with the Companies, the “**Assignors**”), and JPL Rock Acquisition LLC, a Delaware limited liability company, (the “**Assignee**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

RECITALS

A. Concurrent herewith Assignors and Assignee, and related entities and individuals, are entering into that certain Purchase Agreement dated as of even date herewith (the “**Purchase Agreement**”) relating to the purchase and sale of TMI Shares and the Techxotic Membership Interests.

B. This Assignment is being executed and delivered pursuant to the Purchase Agreement whereby the Assignors are assigning all of their right, title, and interest in and to any and all registered patents, trademarks, copyrights, domain names and any pending applications, inventions, software, source code, trade names, service marks, logos, web site pages, encryption codes, and documentation and all copies and tangible embodiments of the foregoing relating to the business, including, without limitation, the Intellectual Property listed the Purchase Agreement and the Intellectual Property listed in Exhibit A hereinafter (collectively, “**Assigned IP Assets**”).

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignors specifically acknowledge, Assignors hereby assign, transfer and sell the Assigned IP Assets to Assignee and the parties further agree as follows:

1. Governmental Authority Definitions. For purposes of this Assignment, the following terms will have the following meanings: (i) the term “**United States**” will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term “**Other Nations**” will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term “**Supra-National Authority**” will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Assignment; and (iv) the term “**Governmental Authority**” will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. **Assignment of Assigned IP Assets.** Through this instrument and effective as of the Closing, Assignee purchases and Assignors hereby transfer, assign and convey to Assignee, all of the Assigned IP Assets including, without limitation, all goodwill associated with the Assigned IP Assets in the United States and all Other Nations. All of the Assigned IP Assets shall be conveyed to Assignee on the Closing pursuant to the Purchase Agreement.

3. **Retained IP Assets.** Notwithstanding anything to the contrary in this Assignment, Rock shall retain all right, title and interest in and to all fitness equipment and car/motorcycle accessories (the “**Retained IP Assets**”) developed or created by Rock. To the extent that any of the Companies have any rights in and to the Retained IP Assets, this Assignment shall serve as an assignment of such right, title and interest from each of the Companies to Rock.

4. **Grant of Rights to Assigned IP Assets.** Assignors hereby grant, convey, transfer, alienate and assign to Assignee, for and throughout the United States and all Other Nations, Assignors’ right, title and interest (legal, equitable, use and otherwise) in and to the Assigned IP Assets, including but not limited to (i) the right to record the assignments made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to distribute, copy, reproduce, display, rent, lend, lease, license and preclude others from using the Assigned IP Assets in all media (now or subsequently existing) and languages (human or computer).

5. **No Retained Rights.** The parties specifically agree that Assignors are not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Assigned IP Assets, and upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Assigned IP Assets, whether currently existing or arising or recognized in the future to Assignee. Assignors further acknowledge and agree that the Assigned IP Assets constitute the sole and exclusive property of Assignee.

6. **Further Instruments.** Assignors shall execute, acknowledge and deliver to Assignee, such further instruments and documents which relate to the Assigned IP Assets as set forth in this Assignment as Assignee may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office or Governmental Authority, or otherwise to give notice or evidence of Assignee’s exclusive rights to the Assigned IP Assets and all claims or rights thereunder. Assignors further agree to cooperate with Assignee and to follow Assignee’s instructions in order to effectuate the transfer of the domain names in a timely manner. Specifically, Assignors agree to prepare and transmit any and all documents required by the registrar to complete the transfer and/or to correspond with the appropriate entity to authorize the transfer of the domain names, as well as to take whatever other steps are necessary to effectuate this transfer. Specifically, Assignors will respond to any e-mails or other correspondence requesting authorization to transfer the domain names in the affirmative immediately after execution of this Assignment.

7. **Authorization.** In addition to the representations and warranties of the Assignors set forth in the Purchase Agreement, Assignors represent and warrant that they have full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Assigned IP Assets; and (iii) to perform all of their obligations under this Assignment. Assignors further represent and warrant that they have taken all corporate actions necessary to authorize the preceding.

8. **Notices.** All notices concerning this Assignment shall be given in writing in accordance with the Purchase Agreement.

9. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignee and Assignors as well as their respective successors. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

10. **Complete Understanding.** This Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign. This Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Assignment.

11. **Applicable Law.** The laws of the state of Delaware (without regard to its conflicts of law principles) will govern all aspects of this Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid courts will have exclusive jurisdiction over this Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens. Service of process for any claim which arises under this Assignment shall be valid if made in accordance with the notice provisions set forth in Section 8 above. If service of process is made as aforesaid, the party served agrees that such service shall constitute valid service, and specifically waives any objections the party served may have under any state or federal law or rule concerning service of process. Service of process in accordance with this Section shall be in addition to and not to the exclusion of any other service of process method legally available.

12. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Assignment's other provisions, and this Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

13. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any

other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Assignors, and Assignee have executed this Agreement as of the date first written above.

So assigned, ASSIGNORS:

ROCK EXOTICA EQUIPMENT, L.C.

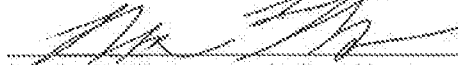
By: Techxotic, L.C., its sole member

By: 
Rocke P. Thompson, its Member

TECHXOTIC, L.C.


By: 
Rocke P. Thompson, its Member

THOMPSON MANUFACTURING, INC.

By: 
Rocke P. Thompson, its President

And

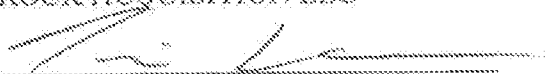
ROCKE P. THOMPSON



3736430_1

So accepted, ASSIGNEE:

JPL ROCK ACQUISITION LLC

By: 
Travis Lane, its Manager

3735436_1

EXHIBIT A

Intellectual Property

PATENTS

Name	Application/Patent No.	Filing Date
CARABINERS HAVING A CAPTIVE EYE OPENING	Pat. No. 7,228,601	1/27/2005
CARABINERS HAVING A CAPTIVE EYE OPENING	Pat. No. 7,475,456	4/3/2007
LENGTH MEASURING METHOD AND DEVICE	Pat. No. 7,216,439	2/25/2005
HIGH DIRECTIONAL AND KIT FOR A HIGH DIRECTIONAL	Pat. No. 7,469,771	10/29/2004
SNATCH BLOCK, SNATCH BLOCK ASSEMBLY AND METHOD OF USE	Pat. No. 7,168,687	10/29/2004
CARABINER HAVING REINFORCING SLEEVE	Pat. No. 7,540,074	12/1/2005
CLOSURE SYSTEM, METHOD OF USE, AND DEVICES INCLUDING CLOSURE SYSTEM	Pat. No. 7,669,835	2/2/2005
CARABINER HAVING DUAL GATES AND ASSOCIATED METHODS	Pat. No. 7,946,006	7/10/2007
CARABINERS WITH MULTI-MODE LOCKING SLEEVES, METHODS OF MANUFACTURING SUCH CARABINERS, AND METHODS OF USING SUCH CARABINERS	App. No. 12/511,841 Pub. No. 20110023275	7/29/2009

TRADEMARKS

Trademark	Reg. Number	Serial Number
ROCK EXOTICA	3,014,048	78370490

3736430_1