

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
William Semons	08/15/2012
RECEIVING PARTY DATA	
Name:	Zip-Up Products, LLC
Street Address:	4 Dellwood Parkway West
City:	Madison
State/Country:	NEW JERSEY
Postal Code:	07940
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5067207
Patent Number:	7475454
Patent Number:	7452437
Patent Number:	7263747
CORRESPONDENCE DATA	
Fax Number:	7033912901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7033912900
Email:	ptonotices@marburylaw.com
Correspondent Name:	The Marbury Law Group, PLLC
Address Line 1:	11800 Sunrise Valley Drive
Address Line 2:	15th Floor
Address Line 4:	Reston, VIRGINIA 20191
ATTORNEY DOCKET NUMBER:	Z.U.P. LLC - PATENTS
NAME OF SUBMITTER:	Robert M. Hansen

OP \$160.00 5067207

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment") is dated as of August 15, 2012, by and among **Zip Up Products, Inc.**, a Massachusetts corporation ("Seller"), **William Semons**, an individual ("Semons"), and **Ron Czarnecki**, an individual ("Czarnecki," and together with Semons, the "Shareholders," and together with Semons and Seller, the "Assignors"), in favor of **Zip-Up Products, LLC** ("Assignee"), a New Jersey limited liability company ("Buyer"), the purchaser of certain assets of Assignors pursuant to an Asset Purchase Agreement between Assignee and Assignors and certain other parties, dated as of the date hereof (the "Purchase Agreement").

RECITALS

Under the terms of the Purchase Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

(a) "Intellectual Property" means all of the following and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to the laws of any jurisdiction throughout the world: (a) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered, unregistered or arising by law, and all registrations and applications for registration of such trademarks, including intent-to-use applications, and all issuances, extensions and renewals of such registrations and applications; (b) internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or Governmental Authority; (c) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (d) confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, manufacturing, production and packaging processes and techniques, compositions and other trade secrets, whether or not patentable (including ideas, technical data, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (e) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications and provisional applications and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals

of such patents and applications; (f) all copies and tangible embodiments thereof (in whatever form or medium); and (g) other intangible intellectual property or proprietary rights

(b) "Business" means the business of developing, importing, manufacturing, packaging, licensing, marketing and selling zippers and related products.

2. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignors each individually and collectively hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title and interest in and to all Intellectual Property owned by the Seller or otherwise used in connection with the Business (whether owned by the Seller or the Shareholders), including without limitation the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) the copyright registrations, applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignors shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

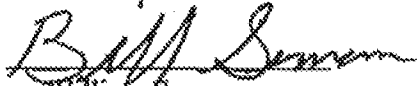
6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

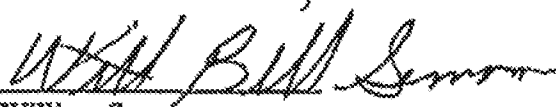
7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

Zip Up Products, Inc.

By: 
Name: William Semons
Title: President and Authorized Person
Address for Notices:
19 Hubon Street
Salem, Massachusetts 01970
Attn: William Semons, President


William Semons
19 Hubon Street
Salem, Massachusetts 01970


Ron Czarnecki
14 Highland Avenue
Salem, Massachusetts 01970

AGREED TO AND ACCEPTED:

Zip-Up Products, LLC

By: _____
Name: Walter Gotsch
Title: Manager
Address for Notices:
4 Dellwood Parkway West
Madison, New Jersey 07940
Attn: Walter Gotsch

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Assignors have duly executed and delivered this IP Assignment as of the date first above written.

Zip Up Products, Inc.

By: _____
Name: William Semons
Title: President and Authorized Person
Address for Notices:
19 Hubon Street
Salem, Massachusetts 01970
Attn: William Semons, President

William Semons
19 Hubon Street
Salem, Massachusetts 01970

Ron Czarnecki
14 Highland Avenue
Salem, Massachusetts 01970

AGREED TO AND ACCEPTED:

Zip-Up Products, LLC

By: _____
Name: Walter Gotsch
Title: Manager
Address for Notices:
4 Dellwood Parkway West
Madison, New Jersey 07940
Attn: Walter Gotsch

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent No.	Title	Issue Date
5,067,207		
5,311,648		
7,263,747	Zipper Attachment and a Method of Making the Improved Zipper Attachment	09/04/2007
7,452,437	Zipper Attachment and a Method of Making the Improved Zipper Attachment	11/08/2008
7,475,454	Zipper Attachment and a Method of Making the Improved Zipper Attachment	01/13/2009

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registration No.	Title	Registration Date
1,865,476	Zip Up	11/29/1994

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS