


01/22/2013

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

<p>Received JAN 22 2013 1-22-13 103654369</p> <p>To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.</p>	
<b>1. Name of conveying party(ies)</b>  Robert BRUCK Christopher GERDING Sweet Amanda's  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b>  Name: <u>Lama Group, LLC.</u>  Internal Address: <u>Unit 40940</u>    Street Address: <u>228 Park Avenue South</u>    City: <u>New York</u>  State: <u>New York</u>  Country: <u>United States</u> Zip: <u>10003</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>August 1, 2011 and January 25, 2012</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>29/442,051</u> B. Patent No.(s) _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b>  Name: <u>PETER MARTINEZ</u>  Internal Address: _____  Street Address: <u>PO Box 131313</u>   City: <u>Carlsbad</u>  State: <u>California</u> Zip: <u>92013</u>  Phone Number: <u>858-449-0612</u>  Fax Number: _____  Email Address: <u>PMPATENTS@GMAIL.com</u>	<b>6. Total number of applications and patents involved:</b> <u>1</u>  <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ <u>40.00</u>  <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)  <b>8. Payment Information</b>  Deposit Account Number: <u>00000035 29442051</u> Authorized User Name: <u>40.00 OP</u>
<b>9. Signature:</b>   PETER MARTINEZ Name of Person Signing	January 16, 2013 Date  Total number of pages including cover sheet, attachments, and documents: <u>5</u>

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**PATENT**  
**REEL: 029760 FRAME: 0364**

## ASSIGNMENT

In return for good and valuable consideration paid to the undersigned inventor (hereafter called the "ASSIGNOR"), by:

SWEET AMANDA'S

99 Powerhouse Road, Suite 207

Roslyn Heights, NY 11576

United States

(hereafter "ASSIGNEE"), the receipt of which is hereby acknowledged, the undersigned ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the entire and exclusive right, title and interest to the invention entitled:

### BULK VENDING APPARATUS

for which application for Letters Patent of the United States was executed on (unless indicated otherwise below):

filed on: July 8, 2011;

Serial No. 29/374,148;

and all Letters Patent of the United States, and foreign countries to be obtained therefor on said application or any continuation, continuation-in-part, divisional, substitute, reissue, and reexamination thereof, for the full term or terms for which the same may be granted.

The ASSIGNOR agrees to execute all papers necessary in connection with the application and any continuation, divisional, substitute, reissue or reexamination applications thereof or corresponding foreign applications, and also to execute separate assignments in connection with such applications as the ASSIGNEE may deem necessary or expedient and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The ASSIGNOR agrees to execute all papers necessary in connection with any interference, litigation, or other legal proceeding, which may be declared concerning this application or any continuation, divisional, substitute, reissue or reexamination thereof, or corresponding foreign applications, and also to cooperate with the ASSIGNEE in every way possible in obtaining evidence and going forward with such interference, litigation, or other legal proceeding.

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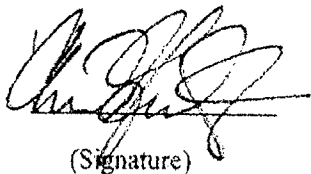
The ASSIGNOR agrees to perform all affirmative acts that may be necessary to obtain a grant of valid United States or foreign patents to the Assignee.

The ASSIGNOR hereby authorizes and requests the Commissioner of Patents and the authorities of foreign country to issue any and all Letters Patents resulting from said application or any non-provisional, continuation, divisional, substitute, reissue or reexamination applications thereof, or foreign applications, to the said ASSIGNEE, as assignee of the entire interest, and hereby covenants that it has full right to convey the entire interest herein assigned, and that they have not executed and will not execute, any agreement in conflict herewith.

The ASSIGNOR hereby agrees that this Assignment is binding on the heirs, assigns, representatives and successors of the ASSIGNOR and extends to the successors, assigns and nominees of the ASSIGNEE.

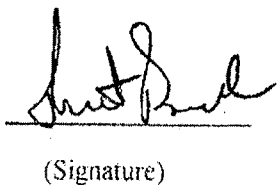
The ASSIGNOR hereby grants PETER R. MARTINEZ, Reg. No. 42,845, an attorney with an office address at P.O. Box 131313, Carlsbad, California 92013, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

-IN WITNESS WHEREOF, the undersigned inventor has affixed his signature:

  
(Signature)

Christopher Gerding  
(Print Name)

8/1/2011  
(Date)

  
(Signature)

Robert Bruck  
(Print Name)

8/1/2011  
(Date)

## INTELLECTUAL PROPERTY PURCHASE AND LICENSE AGREEMENT

This Intellectual Property Purchase and License Agreement (this "Agreement") is entered into on this 25th day of January 2012 ("Effective Date"), by and between Sweet Amanda's, Inc., a New York State corporation with a business address at 99 Powerhouse Rd., Suite 207, Roslyn Heights, NY 11577 ("Sweet Amanda's"), and Lama Group, LLC, a Delaware State limited liability company with a business address at 228 Park Avenue South, Unit 40940, New York, NY 10003 ("Lama Group"). Sweet Amanda's and Lama Group are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

**WHEREAS**, Sweet Amanda's is the current owner in the United States and all applicable foreign jurisdictions of the patents, and any and all amendments, modifications or subsequent versions related thereto (collectively, the "Patents"), trade dress ("Trade Dress"), and trademarks ("Trademarks"), as well as the computer software, source code, object code, documentation and printed materials, which may include "online" or electronic documentation, associated with the software ("Native Software") that controls the internal functionality of the Vending Machines (collectively, and together with all associated Intellectual Property rights, the "Acquired Assets"). The Patents cover the designs of certain bulk vending machines that employ or were produced through the use of a method or apparatus covered by the Patents (the "Vending Machines"). The Native Software, Trademarks and Trade Dress pertain to the Vending Machines. The Native Software does not include software that remotely retrieves Vending Machine generated reports and data;

**WHEREAS**, Lama Group wishes to purchase from Sweet Amanda's, and Sweet Amanda's wishes to sell to Lama Group, the Acquired Assets for good and valuable consideration as set forth herein; and

**NOW, THEREFORE**, in consideration of the foregoing, the respective representations, warranties, covenants, agreements, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

### **ARTICLE 1 PURCHASE OF ACQUIRED ASSETS/LICENSE/TERM AND TERMINATION/ASSUMED LIABILITIES**

Section 1.1 Lama Group shall pay a sum to Sweet Amanda's and Sweet Amanda's shall irrevocably convey, sell, transfer and deliver to Lama Group the Acquired Assets as well as all goodwill associated with the Acquired Assets, if any. By way of clarification, upon the payment of the sum, Lama Group shall own one hundred percent (100%) of the ownership interest in and to the Acquired Assets, as well as all goodwill associated with the Acquired Assets, if any.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

**SWEET AMANDA'S, INC**

**LAMA GROUP, LLC**

By:   
Name: Robert Bruck, Pres

Title: President

Date: January 25, 2012

By:   
Name: Steven Bruck

Title: Mgr/Member

Date: January 25, 2012