PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
The Dodd Group LLC	02/14/2013

RECEIVING PARTY DATA

Name:	Pinwrest Development Group, LLC	
Street Address:	767 3rd Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	12471252
Application Number:	12945627
Application Number:	13545381
Patent Number:	8220072

CORRESPONDENCE DATA

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NAME OF SUBMITTER:	Chester Rothstein
Signature:	/Chester Rothstein/
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Date:	05/07/2013
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 4 source=46313-7_Patent Assignment Agreement-PDF-FE#page1.tif source=46313-7_Patent Assignment Agreement-PDF-FE#page2.tif source=46313-7_Patent Assignment Agreement-PDF-FE#page3.tif source=46313-7_Patent Assignment Agreement-PDF-FE#page4.tif	

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "Patent Assignment"), dated as of February 14, 2013, is made by The Dodd Group LLC, a limited liability company organized under the laws of the State of Texas ("Seller"), located at 107 Suncreek Drive, Suite 400, Allen, TX 75013, in favor of PINWREST DEVELOPMENT GROUP, LLC, a limited liability company organized under the laws of the State of Delaware ("Buver"), located at 767 3rd Avenue, New York, New York 10017, the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT between Buyer and Seller, dated as of February 14, 2013 (the "Asset Purchase Agreement"). Seller and Buyer are sometimes referred to herein individually as, "Party" and collectively as, the "Parties."

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the Seller agrees as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "<u>Assigned Patents</u>"):
- (a) the patents and patent applications set forth in Schedule A hereto and all U.S. and foreign patents which may be obtained by such patents and patent applications, and all provisionals, divisions, reissues, continuations, continuations-in-part, substitutes, renewals, and extensions thereof,
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) 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
- (d) 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, 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.

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- 2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Buyer and to issue all patents and other forms of industrial property protection which may be obtained by the Assigned Patents to Buyer (or any successors, assigns, or legal representatives). Seller 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 Patents are properly assigned to Buyer, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, obligations, duties, and indemnities relating to the Assigned Patents are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent 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 Patent 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent 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 Patent 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

PATENT REEL: 030367 FRAME: 0750 IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

THE DODD GROUP LLC

("Seller")

MARK DODD

Manager

PATENT

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SCHEDULE A

- 1) U.S. Patent 8,220,072
- 2) U.S. Patent Application Ser. No. 12/471,252
- 3) U.S. Patent Application Ser. No. 12/945,627
- 4) U.S. Patent Application Ser. No. 13/545,381

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RECORDED: 05/07/2013