

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| GameFace Inc. | 06/28/2013 |
| RECEIVING PARTY DATA | |
| Name: | Pieniadze Inc. |
| Street Address: | 1555 W. Oak St., Suite 100 |
| City: | Zionsville |
| State/Country: | INDIANA |
| Postal Code: | 46077 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | D635866 |
| CORRESPONDENCE DATA | |
| Fax Number: | 3176631185 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 3174391976 |
| Email: | rick@camofx.com |
| Correspondent Name: | richard Calkins |
| Address Line 1: | 1555 W. Oak St., Suite 100 |
| Address Line 4: | Zionsville, INDIANA 46077 |
| NAME OF SUBMITTER: | Richard Calkins |
| Signature: | /richardcalkins/ |
| Date: | 06/28/2013 |
| This document serves as an Oath/Declaration (37 CFR 1.63). | |
| Total Attachments: 7 source=GameFace Transfer_2#page1.tif | |

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Patent Assignment

This Patent Assignment (hereinafter referred to as the "Assignment") is made and entered into on June 28th, 2013 (the "Effective Date") by and between GAMEFACE, INC., an Indiana corporation whose address is 1555 West Oak Street, Suite 100, Zionsville, IN 46077 (the "Assignor") and PIENIADZE, INC., an Indiana corporation whose address is 1555 West Oak Street, Suite 100, Zionsville, IN 46077 (the "Assignee"). Within this Assignment the Assignor and the Assignee each are on occasion referred to separately as "Party" and collectively as "Parties."

WHEREAS, the Assignor is the sole and rightful owner of certain ideas, inventions, patent applications therefor and a patent thereon (collectively referred to as the "Patent") set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Patent; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

I. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee One Hundred Percent (100%) of its right, title, and interest in the Patent to Assignee for the entire term of the Patent and any reissues or extensions and for the entire terms of any patent, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patent. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

The Assignor authorizes United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent applications set forth in Exhibit A to Assignee as recipient of Assignor's right, title and interest therein.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent and any and all applications and registrations for the invention in any and all countries.

2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

Assignor represents and warrants to Assignee:

(a) Assignor is the legal owner of all right, title and interest in the Patent and has the exclusive right, power and authority to enter into this Assignment;

(b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Patent;

(c) The Patent has not been previously pledged, assigned, or encumbered and is free of any liens, security interests, encumbrances or licenses, with the following exception: the Patent was previously assigned from the inventor, Stacy Smallwood to GAMEFACE, INC.;

(d) The Patent does not infringe the rights of any person or entity;

(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Patent;

(f) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Indiana.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the Parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT. THIS ASSIGNMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

7. AUTHORITY TO SIGN AND CORPORATIONS IN GOOD STANDING.

The Parties are each duly organized and in good standing under the laws of Indiana, and each person executing this Assignment, on behalf of each respective Party, has full power to execute and deliver this Assignment, each Party having taken all necessary action to do so.

8. ATTORNEY'S FEES.

Should either Party, or any heir, personal representative, successor or assign of either Party, resort to litigation to enforce this Assignment, the Party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs (including all court costs) in such litigation from the Party against whom enforcement was sought.

9. AMENDMENT.

This Assignment may be amended only by a written agreement signed by both Parties which explicitly adjoins itself to this Assignment.

10. INDEMNIFICATION.

Assignor agrees to indemnify Assignee and hold Assignee harmless from all claims, demands, and liabilities, including costs and attorneys' fees to which Assignee is subjected by reason of any breach by Assignor of this Assignment, as well as any act or omission by Assignor under this Assignment.

Assignee agrees to indemnify Assignor and hold Assignor harmless from all claims, demands, and liabilities, including costs and attorneys' fees to which Assignor is subjected by reason of any breach by Assignee of this Assignment, as well as any act or omission by Assignee under this Assignment.

IN WITNESS whereof, the Assignor and Assignee have executed this Assignment as of the Effective Date.

Assignor: GAMEFACE, INC.

By: Stacy L. Smallwood

Date: 6/20/2013

Stacy Smallwood
Printed Name

Its: President

Assignee: PIENIADZE, INC.

By: [Signature]

Date: 06/28/2013

Richard Calkins
Printed Name

Its: Director

[Notary Acknowledgement to Follow]

Exhibit A

Patent Description:

United States Design Patent: **Paint Stick Dispenser**

Patent number: **US D635,866 S**

Dated: **April 12, 2011**

Inventor: **Stacy Smallwood, Plainfield, IN (US)**

Assignee: **GameFace, Inc., Zionsville, IN (US)**

Term: **14 years**

Appl. No.: **29/317,482**

Filed **4-30-2008**

Assignor Acknowledgement

STATE OF INDIANA)

Boone COUNTY)

) SS:
)



Before me, a Notary Public in and for said County and State, this 28 day of June, 2013, personally appeared Steve Smalwood the President of GAMEFACE, INC., and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, acknowledged the free and voluntary execution of the above and foregoing Assignment for and on behalf of such Indiana corporation.

Witness my hand and notarial seal.

Signed: [Signature]
Printed: Kristin Miller, Notary Public
Residing in Boone County, Indiana
My Commission Expires: 9-22-19

Assignee Acknowledgement

STATE OF INDIANA)

Boone COUNTY)

) SS:
)



Before me, a Notary Public in and for said County and State, this 28 day of June, 2012, personally appeared Stacy Smallwood the President of PIENIADZE, INC., and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, acknowledged the free and voluntary execution of the above and foregoing Assignment for and on behalf of such Indiana corporation.

Witness my hand and notarial seal.

Signed: [Signature]
Printed: Kristin Miller, Notary Public
Residing in Boone County, Indiana
My Commission Expires: 9-22-19