PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
HAZMATIQ.COM, LLC	01/18/2013

RECEIVING PARTY DATA

Name:	FEDERAL RESOURCES SUPPLY COMPANY
Street Address:	235 LOG CANOE CIRCLE
City:	STEVENSVILLE
State/Country:	MARYLAND
Postal Code:	21666

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13752253

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	37147-501D02US
NAME OF SUBMITTER:	Michael D. Van Loy
Signature:	/mdvl/
Date:	07/24/2013

Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment (this "<u>Assignment</u>") is made and entered into as of January 18, 2013, by and between **FEDERAL RESOURCES SUPPLY COMPANY**, a Maryland corporation ("<u>Assignee</u>"), and **HAZMATIQ.COM**, **LLC**, a Florida limited liability company ("<u>Assignor</u>").

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "<u>Purchase Agreement</u>"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver certain assets, including without limitation, the Assignor's entire right, title and interest in and to U.S. Patent Application, Serial No. 12/349,384, and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of such application, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patent") to Assignee at the Closing.

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Patent.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Patent, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Patent.
- 2. Assistance. Assignor agrees to reasonably cooperate with Assignee to perform, without charge to Assignee (except as otherwise permitted herein), all acts reasonably deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing, to the extent assigned to Assignee hereunder, the full benefits, enjoyment, rights, title and interest throughout the United States in the Patent, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee,

PATENT REEL: 030866 FRAME: 0730 assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time following Assignee's written request any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in the United States which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by Assignor. Assignee shall reimburse Assignor and its shareholders, officers and directors for all reasonable out-of-pocket expenses incurred by any of them in the course of performing its, his or her obligations under this Section 2, upon submission of documentation supporting such expenses.

3. General.

- 3.1 Entire Agreement; Modification. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein (including the Purchase Agreement), contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.
- 3.2 <u>Severability</u>. If any provision of this Assignment is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; <u>provided</u>, <u>however</u>, that the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. Any invalid or unenforceable provision shall be replaced by Assignor and Assignee with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- 3.3 <u>Headings; Construction</u>. The headings of Articles and Sections in this Assignment are provided for convenience only and will not affect its construction or interpretation. All annexes, exhibits and schedules to this Assignment are incorporated into and constitute an integral part of this Assignment as if fully set forth herein. All words used in this Assignment will be construed to be of such gender or number as the context requires. All references to documents, instruments or agreements will be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. The language used in this Assignment will be construed, in all cases, according to its fair meaning, and not for or against any party hereto. The parties acknowledge that each party has reviewed this Assignment and that rules of construction to the effect that any

ambiguities are to be resolved against the drafting party will not be available in the interpretation of this Assignment.

- 3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its principles of conflicts of laws. The parties agree that any action brought by any party under or in relation to this Assignment, including to interpret or enforce any provision of this Assignment, shall be exclusively brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in Hillsborough County, Florida.
- 3.5 Execution; Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.
- 3.6 Attorneys' Fees. In the event that any suit or action is instituted to enforce any provision in this Assignment or the instruments or agreements contemplated by this Assignment, the prevailing party in such dispute shall be entitled to recover from the losing party all reasonable fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Assignment or any such instrument or other agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

[Signature Page Follows]

Signature Page to Patent Assignment

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

"Assignee"
FEDERAL RESOURCES SUPPLY COMPANY, a Maryland corporation
By: fluid for the control
Name: / James Darnell
Title: Vice Présidob
"Assignor"
HAZMATIQ.COM, LLC
a Florida limited liability company
By:
Name:
Title:

Signature Page to Patent Assignment

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

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RECORDED: 07/24/2013