

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Elliptical Mobile Solutions, LLC	07/29/2013
RECEIVING PARTY DATA	
Name:	Zero Shock Seating, LLC
Street Address:	465 E. Chilton Dr.
Internal Address:	Suite 1A
City:	Chandler
State/Country:	ARIZONA
Postal Code:	85225
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11278642
Application Number:	11609833
Application Number:	13854102
Application Number:	13907945
Application Number:	11608708
Application Number:	12564875
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	mike@zeroshockseating.com
Correspondent Name:	Michael T. Wallace
Address Line 1:	465 E. Chilton Dr.
Address Line 2:	Suite 1
Address Line 4:	Chandler, ARIZONA 85225
ATTORNEY DOCKET NUMBER:	EMS-ZSS TRANSFER


OP \$240.00 11278642

NAME OF SUBMITTER:	Michael T. Wallace
Signature:	/Michael T Wallace/
Date:	09/10/2013
<p>Total Attachments: 15</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page1.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page2.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page3.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page4.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page5.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page6.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page7.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page8.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page9.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page10.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page11.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page12.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page13.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page14.tif</p> <p>source=ZSS-EMSPurchase Agreement-Executed#page15.tif</p>	

CERTIFICATE OF INCUMBENCY

The undersigned, CEO of Zero Shock Seating, LLC an Arizona Limited Liability Company (hereinafter "Corporation"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting CEO of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.
2. That pursuant to the Corporation's By-Laws and Operating Agreement, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person(s) designated to serve in the above-entitled capacity was/were given sufficient authority to act on behalf of and to bind the Corporation with respect to transactions involving the sale of intellectual property, and that the execution by said person(s) of documents related to such transactions, including without limitation Purchase Agreements and Schedules thereto, constitute a legally binding and enforceable obligation of the Corporation.
3. That pursuant to the Corporation's By-Laws and Operating Agreement, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he/she has so executed this certificate and set the seal of the Corporation this 29th day of July, 2013.

Signature: 
Name: Tony Cole
Title: Chief Executive Officer
Company: Zero Shock Seating, LLC

CERTIFICATE OF INCUMBENCY

The undersigned, Manager of Elliptical Mobile Solutions, LLC an Arizona Limited Liability Company (hereinafter "Corporation"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting Manager of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.
2. That pursuant to the Corporation's By-Laws and Operating Agreement, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person(s) designated to serve in the above-entitled capacity was/were given sufficient authority to act on behalf of and to bind the Corporation with respect to transactions involving the sale of intellectual property, and that the execution by said person(s) of documents related to such transactions, including without limitation Purchase Agreements and Schedules thereto, constitute a legally binding and enforceable obligation of the Corporation.
3. That pursuant to the Corporation's By-Laws and Operating Agreement, as amended, the undersigned has the power and authority to execute this certificate on behalf of the Corporation and that he/she has so executed this certificate and set the seal of the Corporation this 29th day of July, 2013.

Signature: _____

Name: _____

Title: _____

Company: _____

Joe Robbins

Manager

Elliptical Mobile Solutions, LLC

PATENT

REEL: 031169 FRAME: 0208

**CONSENT MINUTES OF
MANAGERS**

ZERO SHOCK SEATING, LLC

July 29th, 2013

Pursuant to the Operating Agreement of Zero Shock Seating, LLC (the "Company"), the undersigned, being the Managers, consent to the adoption of the following Board Minutes:

RESOLVED, that the Company shall approve the purchase of the below mentioned patents from Elliptical Mobile Solutions, LLC, an Arizona Limited Liability company.


PATENTS:

EMS Docket Number	Patent/ Publication/ Serial	Issue Date/ Publication Date	Title
E-0002	2006/0226289	10/12/2006	Method And Apparatus For An Adaptive Suspension Support System
E-0002 C1	8,424,832	4/23/2013	Method And Apparatus For An Adaptive Suspension Support System
E-0002 C1 CON	13/854,102	N/A	Method And Apparatus For A Seat Suspension System
E-0002 C1 CIP	TBD	N/A	Method And Apparatus For A Semi-Adaptive Suspension Support System
E-0001 C5	7,740,234	6/22/2010	Method And Apparatus For A Low-Profile Suspension System
E-0001 C6*	2010/0044990	2/25/2010	Method And Apparatus For A Pneumatically Sprung Caster Mechanism

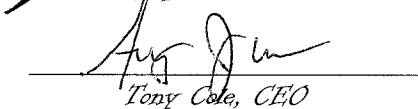
RESOLVED, that the officers of the Company may take such actions as necessary to effectuate the intent of the above resolutions.

IN WITNESS WHEREOF, the FOLLOWING Managers have agreed to execute these actions.

Jody Robbins
Tony Cole



Jody Robbins, COB



Tony Cole, CEO

7-29-2013

Date

7-29-2013

Date

**CONSENT MINUTES OF
BOARD OF DIRECTORS**

ELLIPTICAL MOBILE SOLUTIONS, LLC

July 29th, 2013

Pursuant to the Operating Agreement of Elliptical Mobile Solutions, LLC (the "Company"), the undersigned, being the Members of the Board of Directors, do hereby waive the required notice of a Board of Directors meeting, and consent to the adoption of the following Board Minutes:

RESOLVED, that the Company shall approve the sale of the below mentioned patents to Zero Shock Seating, LLC, an Arizona Limited Liability company.


PATENTS:

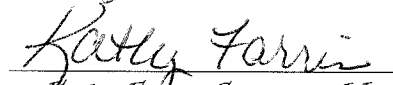
EMS Docket Number	Patent/ Publication/ Serial	Issue Date/ Publication Date	Title
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E-0002 C1	8,424,832	4/23/2013	Method And Apparatus For An Adaptive Suspension Support System
E-0002 C1 CON	13/854,102	N/A	Method And Apparatus For A Seat Suspension System
E-0002 C1 CIP	TBD	N/A	Method And Apparatus For A Semi-Adaptive Suspension Support System
E-0001 C5	7,740,234	6/22/2010	Method And Apparatus For A Low-Profile Suspension System
E-0001 C6*	2010/0044990	2/25/2010	Method And Apparatus For A Pneumatically Sprung Caster Mechanism

RESOLVED, that the officers of the Company may take such actions as necessary to effectuate the intent of the above resolutions.

IN WITNESS WHEREOF, the FOLLOWING Board Members have agreed to execute these actions.

Jody Robbins
Kathy Farris
William Woodbury II
Michael DeMik

 7-29-13
Jody Robbins, COB Date

 7-29-13
Kathy Farris, Secretary, Witness Date

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of [●], 2013, by and among Zero Shock Seating, LLC, an Arizona limited liability company (“**Buyer**”), and Elliptical Mobile Solutions, LLC, an Arizona limited liability company (“**Seller**”). Buyer and Seller are sometimes referred to herein together as the “**Parties**” and each as a “**Party**.”

RECITALS

Buyer desires to purchase certain assets of such division, and Seller desires to sell such assets to Buyer, all upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and covenants hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets.

(a) Purchased Assets. At the Closing (as defined below), which will occur simultaneously with the Parties’ execution and delivery of this Agreement, and upon and subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, transfer, convey and deliver to Buyer and Buyer agrees to accept and purchase all of Seller’s right, title and interest in, and to all of the Purchased Assets of Seller. “**Purchased Assets**” means all of the following assets (subject to Section 1.1(b) below) of Seller (including all of Seller’s right, title and interest in and to such assets) at Closing:

(i) (A) the patents set forth on Schedule I hereto (the “**Patents**”), (B) the trademark registrations and applications for registration set forth on Schedule I hereto, and (C) the goodwill of the business connected with the use of, and symbolized by, such Marks;

(b) Excluded Assets. The foregoing notwithstanding, the following assets of Seller are not part of the sale and purchase contemplated in Section 1.1(a) above, are excluded from the Purchased Assets and shall remain the property of Seller: (i) cash and cash equivalents; (ii) accounts receivables; (iii) office furniture and office equipment; (iv) all other tangible assets contained in Seller’s office(s); (v) permits and licenses; (vi) personnel records; (vii) certificate of formation, operating agreement, qualifications to do business in any jurisdiction, taxpayer and other identification numbers, stock or other ownership interest certificates, stock or interest transfer ledger, minute books, tax returns and records, and similar records having to do with Seller’s organization, capitalization, or existence as a limited liability company; (viii) any and all rights of Seller under this Agreement; and (ix) any other assets not expressly set forth in the definition of Purchased Assets.

1.2 Assumption of Liabilities.

(a) Assumed Liabilities. As of the Closing Date, Buyer shall undertake, assume, and agree to perform, and otherwise pay, satisfy and discharge as of the Closing the liabilities and obligations arising under the Assumed Agreements (collectively, the “**Assumed Liabilities**”), except to the extent such liabilities and obligations arise from a breach of any such Assumed Agreement by Seller prior to the Closing.

(b) Excluded Liabilities. Buyer shall not assume, nor does Buyer agree to pay or perform, any debts, liabilities or obligations of Seller not specifically included in the Assumed Liabilities.

1.3 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) will take place simultaneously with the execution and delivery of this Agreement at the offices of Greenberg Traurig, LLP in Phoenix, Arizona, commencing at 10:00 a.m. local time (such date of the Closing, the “**Closing Date**”).

1.4 Purchase Price.

(a) Payment of Purchase Price. Upon the terms and subject to the conditions of this Agreement, as consideration for the sale to Buyer of the Purchased Assets, Buyer shall assume the Assumed Liabilities and pay to Seller, Two Million Five Hundred Thousand Dollars (\$2,500,000.00) (the “**Purchase Price**”), payable as follows:

(i) One Hundred Thousand Dollars (\$100,000.00) in cash to be paid to Seller at Closing by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer; and

(ii) Two Hundred Thousand Dollars (\$200,000.00) in cash to be paid to Seller at the time Buyer successfully completes funding of at least Three Hundred Fifty Thousand Dollars (\$350,000).

(iii) Two Hundred Thousand Dollars (\$200,000.00) in cash to be paid to Seller at the time Buyer successfully completes funding of at least Seven Hundred Fifty Thousand Dollars (\$750,000).

(iv) One Million Dollars (\$1,000,000.00) in cash to be paid to Seller on or before the seven hundred twentieth (720th) day following the Closing by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer.

(v) One Million Dollars (\$1,000,000.00) in cash to be paid to Seller on or before the one thousand eightieth (1080th) day following the Closing by wire transfer of immediately available funds to an account designated in writing by Seller to Buyer.

(b) Allocation of Purchase Price. The Parties agree that they shall cooperate in good faith to report the allocation of the Purchase Price in a consistent manner in all tax returns and forms (including, without limitation, Form 8594).

1.5 Closing Deliveries. At the Closing: (i) Seller will deliver to Buyer the various certificates, instruments and documents required by Section 4.1 below; (ii) Buyer will deliver to Seller the various certificates, instruments and documents required by Section 4.2 below; (iii) Seller will execute, acknowledge and deliver to Buyer a bill of sale and assignment and such other instruments of sale, transfer, conveyance and assignment as Buyer may reasonably request; (iv) Buyer will execute and deliver to Seller an assumption and such other instruments of assumption as Seller may reasonably request; and (v) Buyer shall deliver the Purchase Price in accordance with Section 1.4(a)(i) above.

1.6 Further Cooperation. From time to time after the Closing, upon a Party's request and without further consideration, the other Party agrees to execute and deliver or to cause to be executed and delivered such other instruments of transfer as the requesting Party may reasonably request in order to effectuate the sale of the Purchased Assets to Buyer and Buyer's assumption of the Assumed Liabilities.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona.

(b) Authority and Binding Obligation. Seller has all requisite limited liability company power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary limited liability company action on the part of Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

(c) Noncontravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, will (i) conflict with or violate and law to which Seller is subject or any provision of the certificate of formation or operating agreement of Seller, or (ii) contravene, result in a breach of, or constitute a default under any contract or agreement to which Seller is a party or by which it is bound or to which any of the Purchased Assets are subject.

(d) Title to Assets. Seller has good and marketable title to, or a valid leasehold interest in the Purchased Assets, free and clear of any and all Liens and restrictions on transfer. "**Liens**" means any mortgage, pledge, lien, encumbrance, charge or other security interest.

(e) Assumed Agreements. Seller has delivered to Buyer a correct and complete copy of each Assumed Agreement, as amended to date, except with respect to the Assumed Agreements that are oral contracts, the material terms of which are set forth on Schedule I hereto. Each Assumed Agreement is valid, binding and in full force and effect in all material respects. To Seller's knowledge, there is no event or condition which has occurred or exists which constitutes or which, with notice or the passage of time or both, would constitute a default or breach under any Assumed Agreement by Seller or any other party thereto, or would cause the acceleration of any obligation or loss of any rights of Seller or give rise to any right of termination or cancellation thereof.

(f) Consents. To Seller's knowledge, except as set forth on Schedule I hereto, no authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, or any other person is required: (i) to authorize, or is required in connection with, the execution, delivery and performance of this Agreement on the part of Seller, or (ii) in connection with the transfer of any of the Purchased Assets from Seller to Buyer, including but not limited to the assignment of the Assumed Agreements to Buyer.

(g) Intellectual Property. To the knowledge of Seller, the Patents are not being infringed in any material respect. With respect to the Patents: (i) Seller has not received written notice that it is infringing any intellectual property of any other person and, (ii) to the knowledge of Seller, it is not violating and has not violated any other person's intellectual property rights.

(h) Finder's Fee. Seller has not incurred any obligation for any finder's, broker's or agent's fee in connection with this Agreement or any of the agreements contemplated hereby or any of the transactions contemplated hereby or thereby for which Buyer may be liable or for which a claim could be asserted against the Purchased Assets.

(i) NO OTHER WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE IN THIS SECTION 2.1, SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING, WITHOUT LIMITATION, THE PURCHASED ASSETS), LIABILITIES OR OPERATIONS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE IN THIS SECTION 2.1, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE ASSETS ON AN "AS-IS, WHERE-IS" BASIS.

2.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Arizona.

(b) Authority and Binding Obligation. Buyer has all requisite limited liability company power and authority to enter into and perform its obligations under this Agreement.

The execution, delivery and performance of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all necessary limited liability action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except as such enforcement may be limited by general equitable principles or by applicable bankruptcy, insolvency, moratorium, or similar laws and judicial decisions from time to time in effect which affect creditors' rights generally.

(c) Noncontravention. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby, will (i) conflict with or violate and law to which Buyer is subject or any provision of the articles of organization or operating agreement of Buyer, or (ii) contravene, result in a breach of, or constitute a default under any contract or agreement to which Seller is a party or by which it is bound or to which any of its assets are subject, except as would not adversely affect the ability of Buyer to carry out its obligations under this Agreement and to consummate the transactions contemplated hereby.

(d) Consents. To Buyer's knowledge, no authorization, consent, approval, permit or license of, or filing with, any governmental or public body or authority, or any other person is required to authorize, or is required in connection with, the execution, delivery and performance of this Agreement on the part of Buyer.

(e) Assumed Agreements. Buyer is aware that the Seller's customers under the Assumed Agreements have paid and pre-paid subscription fees for the periods identified on Schedule I.

(f) Finder's Fee. Buyer has not incurred any obligation for any finder's, broker's or agent's fee in connection with this Agreement or any of the agreements contemplated hereby or any of the transactions contemplated hereby or thereby for which Seller may be liable.

(g) "AS-IS, WHERE-IS". EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 2.1, BUYER HEREBY ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PURCHASED ASSETS ON AN "AS-IS, WHERE-IS" BASIS.

ARTICLE III ADDITIONAL AGREEMENTS

3.1 Press Releases. None of the Parties shall issue a press release or other publicity announcing the execution of this Agreement or the sale of the Purchased Assets or any other aspect of the transactions contemplated hereby without the prior written approval of the other Party, unless applicable Law requires such disclosure.

3.2 Transfer Taxes. All sales, use, stamp, and transfer taxes, if any (collectively, "**Transfer Taxes**"), imposed on the transfer of the Purchased Assets or the assumption of the Assumed Liabilities shall be borne equally by the Parties. The Parties shall cooperate to prepare and timely file any tax returns required to be filed in connection with such Transfer Taxes.

3.3 Further Use of Patents. Seller acknowledges and agrees that as of the Closing Date, Seller and its Affiliates shall cease and discontinue all uses of the Patents, including removing such Patents from all products, signage, technical information and promotional materials. Seller and its Affiliates shall make all filings with any office, agency or body and take all other actions necessary to effect, as of the Closing Date, the elimination of any use of the Patents. In the event the Seller requires use of the Patents for future product development, Buyer agrees to license Patents back to Seller at no cost upon determination that the future products do not compete with Buyer's current or future product offerings.

3.4 Survival. The representations and warranties contained in this Agreement will survive the execution and delivery of this Agreement and the Closing, and shall thereafter terminate and expire on the one year anniversary of the Closing Date. The covenants and agreements contained in this Agreement shall survive the Closing in accordance with their terms.

3.5 Indemnification. From and after the Closing, each Party (the "indemnifying party") shall indemnify the other Party, its affiliates and their respective officers, directors, managers, employees and representatives (collectively, the "indemnified parties"), from and against all actual losses, liabilities and damages (collectively, "Losses") incurred by such indemnified party arising from (i) any breach of a representation or warranty of the indemnifying party contained in this Agreement, and (ii) any breach of any covenants or agreements of the indemnifying party in this Agreement. Each Party shall take all reasonable steps to mitigate any Losses that could reasonably be expected to give rise to any claim for indemnification under this Section 3.5. Except with respect to injunctive or other non-monetary relief, the indemnification provided for herein is the sole and exclusive remedy of the Parties and the other indemnified parties for any breach of this Agreement. Notwithstanding the foregoing, the term "Losses" expressly excludes: (i) punitive, special, exemplary, incidental, consequential and indirect damages, and (ii) diminution in value.

3.6 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall the aggregate liability of Seller pursuant or with respect to this Agreement, including pursuant to its indemnification obligations set forth in Section 3.5 above, exceed the amount of the Purchase Price paid hereunder.

ARTICLE IV CLOSING DELIVERABLES

4.1 Seller Closing Deliverables. At the Closing, Seller shall deliver the following to Buyer:

(a) Transfer Documents. Such documents as may be required to convey all of Seller's right, title and interest in all personal property included in the Purchased Assets.

(b) Certified Enabling Resolution. Certified minutes or unanimous written consent of Seller's board of directors approving the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

(c) Incumbency Certificate. An incumbency certificate for Seller executed by Seller's Secretary or other Authorized Person, which shall identify the name and title and bear the signature of the officer or other Authorized Person of Seller individually authorized to execute and deliver this Agreement.

4.2 Buyer Closing Deliverables. At the Closing, Buyer shall deliver the following to Seller:

(a) Certified Enabling Resolution. Certified minutes or unanimous written consent of Buyer's board of directors, members or other governing body approving the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

(b) Incumbency Certificate. An incumbency certificate for Buyer executed by Buyer's Secretary or other Authorized Person, which shall identify the name and title and bear the signature of the officer or other Authorized Person of Buyer individually authorized to execute and deliver this Agreement.

ARTICLE V GENERAL PROVISIONS

5.1 Entire Agreement and Amendment. This Agreement, and the exhibits and schedules attached hereto set forth the entire understanding of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified except by an instrument in writing signed on behalf of each of the Parties specifically stating that it is an amendment or modification of this Agreement.

5.2 Expenses. Except as set forth in Section 3.2, all costs and expenses incurred by a Party in connection with this Agreement and the transactions contemplated hereby, shall be paid by the Party incurring such costs.

5.3 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given to a Party when (a) delivered by hand or by a nationally recognized overnight courier service (costs prepaid), (b) five (5) business days after being sent by registered or certified mail, postage prepaid, return receipt requested, or (c) one (1) business day after being sent by facsimile machine (with receipt of appropriate confirmation), in each case addressed as follows:

If to Buyer:

Zero Shock Seating, LLC
465 E Chilton Dr, Suite 1A
Chandler, AZ 85225
Attn: Tony Cole

If to Seller:

Elliptical Mobile Solutions, LLC
465 E Chilton Dr, Suite 1
Chandler, AZ 85225
Attn: Joe Robbins

With a copy to:

Greenberg Traurig, LLP
2375 E Camelback Rd #700
Phoenix, AZ 85016

Any Party may change its contact information for notice and other communications hereunder by notice to the other Party.

5.4 Counterparts. This Agreement may be executed and delivered (which delivery may be by facsimile machine or e-mail of a PDF) in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument.

5.5 Third Party Beneficiary. This Agreement is for the sole benefit of the Parties and their successors and permitted assigns, and the indemnified parties in accordance with Section 3.5, and nothing herein expressed or implied shall give or be construed to give any person, other than the Parties and such successors and permitted assigns, and the indemnified parties in accordance with Section 3.5, any legal or equitable rights, remedy or claim hereunder.

5.6 Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

5.7 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstance in any other jurisdiction or to other persons or circumstances in any jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable.

5.8 Assignment. No Party may assign this Agreement or any of its rights, interests or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the other Party.

5.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona without reference or regard to the conflicts of law rules thereof.

5.10 Interpretation. The headings contained in this Agreement or in any exhibit or schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Except when the context otherwise requires, references to Sections, ARTICLES, Articles, Exhibits or Schedules contained herein shall refer to Sections, ARTICLES, Articles, Exhibits or Schedules of this Agreement. Any term defined in this Agreement shall be deemed to include derivations of such term (e.g., the term “indemnified parties” shall include “indemnified party”). The word “or” shall be construed to mean “and/or” unless the context clearly prohibits that construction. Unless the context of this Agreement otherwise requires, (i) words using the singular or plural number also include the plural or singular number, respectively, (ii) words of the masculine, feminine or neuter gender include the masculine, neuter and/or feminine gender, and (iii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding or succeeding such term.

5.11 Mutual Drafting. The Parties are sophisticated and have been represented by legal counsel in connection with this Agreement. As a consequence, the Parties do not intend that the presumptions of any laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement and therefore waive their effects.

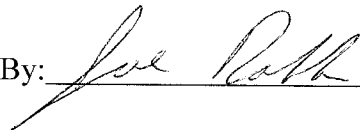
5.12 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE PARTIES MAY BE A PARTY, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

[Signatures follow]

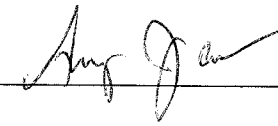
EMS-ZSS Purchase Agreement

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

Elliptical Mobile Solutions, LLC

By: 
Joe Robbins, Manager

Zero Shock Seating, LLC

By: 
Tony Cole, Chief Executive Officer

Schedule I

PATENTS:

EMS Docket Number	Patent/ Publication/ Serial	Issue Date/ Publication Date	Title
E-0002	2006/0226289	10/12/2006	Method And Apparatus For An Adaptive Suspension Support System
E-0002 C1	8,424,832	4/23/2013	Method And Apparatus For An Adaptive Suspension Support System
E-0002 C1 CON	13/854,102	N/A	Method And Apparatus For A Seat Suspension System
E-0002 C1 CIP	TBD	N/A	Method And Apparatus For A Semi-Adaptive Suspension Support System
E-0001 C5	7,740,234	6/22/2010	Method And Apparatus For A Low-Profile Suspension System
E-0001 C6*	2010/0044990	2/25/2010	Method And Apparatus For A Pneumatically Sprung Caster Mechanism