

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 BURTON CORPORATION	02/27/2012
RECEIVING PARTY DATA	
Name:	DNA, LLC
Street Address:	2947 BOULDER AVE.
City:	DAYTON
State/Country:	OHIO
Postal Code:	45414
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7127766
CORRESPONDENCE DATA	
Fax Number:	(424)645-0770
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(424) 214-7042
Email:	tjstrademark@sycr.com, amina@sycr.com
Correspondent Name:	THOMAS J. SPEISS, III, ESQ.
Address Line 1:	STRADLING YOCCA CARLSON & RAUTH, P.C.
Address Line 2:	100 WILSHIRE BLVD., SUITE 400
Address Line 4:	SANTA MONICA, CALIFORNIA 90401
ATTORNEY DOCKET NUMBER:	102714-0003/DNA
NAME OF SUBMITTER:	ARNOLD V. MINA
Signature:	/Arnold V. Mina/
Date:	10/02/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	

CH \$40.00 7127766

Total Attachments: 5

source=Burton - DNA Patent Assignment#page1.tif

source=Burton - DNA Patent Assignment#page2.tif

source=Burton - DNA Patent Assignment#page3.tif

source=Burton - DNA Patent Assignment#page4.tif

source=Burton - DNA Patent Assignment#page5.tif

Master Assignment of Intellectual Property

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY made as of this 27th day of February, 2012 by The Burton Corporation, a Vermont corporation ("Assignor") and DNA LLC, an Ohio limited liability company ("Assignee").

RECITALS

Assignee and Assignor are parties to an Asset Purchase Agreement, dated February 27, 2012 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Purchased Assets including without limitation, the trade names, trademarks, service marks and registrations, domain names/url's, social media accounts, patents, patent rights and trade secrets and all goodwill associated therewith, if any, exclusively used, filed or registered in the conduct of the Business (collectively, the "DNA Intellectual Property"). Pursuant to the Purchase Agreement and for the consideration therein provided, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such DNA Intellectual Property. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to the DNA Intellectual Property.

NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement, does hereby transfer and assign to Assignee, and Assignee does hereby accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to the DNA Intellectual Property described on Exhibit A, as well as any and all common law rights, which, along with the annexes thereto, is incorporated herein by this reference, together with the goodwill of the business associated therewith and which is symbolized thereby, and the business to which the mark pertain, including, all rights to sue for infringement of such intellectual property whether arising prior to or subsequent to the date of this Assignment of Intellectual Property, and when applicable, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction in which any part of such intellectual property is subject to any filing, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Intellectual Property not been made.

The Assignor will execute and procure its employees and contractors to execute upon request, all documents and do all acts and things reasonably required by the Assignor in addition to this Assignment of Intellectual Property, to confirm the vesting and to acknowledge the assignment of such DNA Intellectual Property hereunder, and the Assignor hereby irrevocably appoints the Assignee and its officers as its attorney to do all things referred to in this paragraph.


Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Intellectual Property shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR

The Burton Corporation

By: 

Name: Brian Piantanida

Title: Vice President Finance

[Signature Page to Assignment of Intellectual Property Assets]

EXHIBIT A

All DNA Intellectual Property, throughout the world, owned by or licensed by or to Seller which is exclusively used, filed or registered in the conduct of the Business, including:

- (i) All assumed business names, trade names, registered and unregistered trademarks including without limitation the marks listed in **Annex A-1**, trade dress, and any and all common law rights, and all possible derivatives and variations of the foregoing, including the goodwill of the Business associated therewith, as well as the right to sue for past infringement thereof;
- (ii) all patents including without limitation the patent listed on **Annex A-2** and patent applications including, but not limited to, any provisional patent application, non-provisional patent application, continuation, continuation-in-part, division, substitute, renewal, reissue, reexamination or extension, and any foreign counterpart of any of the foregoing, and all utility models, petty patents, industrial rights, design patents, design registrations, and any other comparable intellectual property rights throughout the world, and all innovations, inventions and discoveries, that may be patentable;
- (iii) all domestic and foreign registered and unregistered copyrights and copyright applications in both published works and unpublished works, including the underlying works including without limitation the copyrights listed on **Annex A-3**;
- (v) all rights in internet domain names listed in **Annex A-4** and all rights in the websites and content related thereto, including passwords and other needed login information; and
- (vi) all social media accounts listed in **Annex A-5**.

ANNEX A-2

PATENTS

U.S. Patent No. 7,127,766 for skateboard tool dated October 31, 2006.