

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2616099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EXAKT TECHNOLOGIES, INC.	08/02/2013
RECEIVING PARTY DATA	
Name:	INMARK, LLC
Street Address:	675 HARTMAN ROAD
Internal Address:	SUITE 100
City:	AUSTELL
State/Country:	GEORGIA
Postal Code:	30168
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5996799
CORRESPONDENCE DATA	
Fax Number:	(404)962-6676
Phone:	404-885-3498
Email:	james.schutz@troutmansanders.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	JAMES E. SCHUTZ
Address Line 1:	TROUTMAN SANDERS LLP
Address Line 2:	600 PEACHTREE STREET, SUITE 5200
Address Line 4:	ATLANTA, GEORGIA 30308
ATTORNEY DOCKET NUMBER:	INMARK 243631.000001
NAME OF SUBMITTER:	JAMES E. SCHUTZ
Signature:	/jes/
Date:	11/15/2013

CH \$40.00 5996799

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of this 2<sup>nd</sup> day of August, 2013, is made by **EXAKT TECHNOLOGIES, INC.**, an Oklahoma corporation ( “Seller”), in favor of **INMARK, LLC**, a Delaware limited liability company ( “Buyer”) and the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement among Buyer and Seller, dated as of the date hereof (the “Asset Purchase Agreement”). Capitalized terms used herein without definition shall have the meaning ascribed to them in the Asset Purchase Agreement.

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 IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and other international offices;

NOW THEREFORE, the parties agree as follows:

1. Assignment. 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 of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the following (the “Assigned IP”):

(a) any and all trademark and servicemark rights that relate to the Business (as defined in the Asset Purchase Agreement), whether registered or not, including, without limitation, the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(b) any and all patents and patent applications describing subject matter related to the Business, including, without limitation, the foreign and domestic patents and patent applications set forth in Schedule 2 hereto, and including, without limitation, improvements, continuations, divisions, continuations-in-part, renewals, reissues, and extensions thereof;

(c) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship, and derivative work thereof, related to the Business, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held;

(d) any and all trade secrets and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held that relate to the Business;

(e) any and all domain names that relate to the Business, including, without limitation, the domain names set forth in Schedule 3 hereto, and also including any lower-level

domain names for which such domain names are a root or parent, and any and all goodwill in or relating to the same;

(f) 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;

(g) 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

(h) 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 relief and other legal and equitable relief for past, present and future infringement, dilution, 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.

2. Recordation and Further Actions. Seller authorizes the Commissioners for Trademarks and Patents for the US Patent and Trademark Office, and any other governmental officials of countries or jurisdictions foreign to the United States, to record and register this IP Assignment upon request by Buyer. Buyer shall be responsible for all costs and expenses incurred in connection with the filings required to record and register this IP Assignment; provided, however, that Seller shall take such steps and actions reasonably requested by Buyer following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement 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. Counterparts. This IP 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 IP 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 IP Assignment.


5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

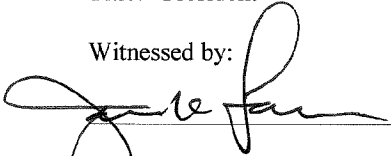
6. Governing Law. This IP Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Oklahoma without reference to its choice of law rules.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**EXAKT TECHNOLOGIES, INC.**

By:   
Name: Linda E. Durbin  
Title: President

Witnessed by: 

AGREED TO AND ACCEPTED:

 **INMARK, LLC**

By: \_\_\_\_\_  
Name: David S. Oyler  
Title: President and CEO

Witnessed by:  
\_\_\_\_\_

(Signature Page to Intellectual Property Assignment Agreement)

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**EXAKT TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: Linda E. Durbin

Title: President

Witnessed by:

\_\_\_\_\_

AGREED TO AND ACCEPTED:

**INMARK, LLC**

By: \_\_\_\_\_

*David S. Oyler*

Name: David S. Oyler

Title: President and CEO

Witnessed by:

*Sail Trejo*

(Signature Page to Intellectual Property Assignment Agreement)

**SCHEDULE 1**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK  
APPLICATIONS**

<u>Country</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Status</u>
US	EXAKT-PAK	74/662,277	April 17, 1995	1,968,327	April 16, 1996	Live

## SCHEDULE 2

### ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
US	Shipping Container and Method	09/010,661	January 22, 1998	5,996,799	December 7, 1999
GB	Shipping Container and Method	0210282.0	January 21, 1999 (PCT)	2 371 792	October 16, 2002
GB	Shipping Container and Method	0020726.6	January 21, 1999 (PCT)	2 349 627	October 16, 2002
CA	Shipping Container and Method	2 318 436	January 21, 1999 (PCT)	2 318 436	April 13, 2004



**SCHEDULE 3**

**ASSIGNED DOMAIN NAMES**

<u>Domain Name</u>	<u>Current Expiration</u>	<u>Current Registrar</u>
exaktpak.com	July 10, 2014	Network Solutions, LLC