

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2695780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
USA SHADE & FABRIC STRUCTURES, INC.	12/31/2006
RECEIVING PARTY DATA	
Name:	SHADE IP LICENSING, INC.
Street Address:	8505 CHANCELLOR ROW
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75247
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	D530829
Patent Number:	D530828
Patent Number:	D530827
Patent Number:	D530434
Patent Number:	D530433
Patent Number:	D530023
Patent Number:	D530022
CORRESPONDENCE DATA	
Fax Number:	(214)389-8986
Phone:	214-389-8985
Email:	patents@harperwasham.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	SCOTT L. HARPER
Address Line 1:	1700 PACIFIC AVENUE
Address Line 2:	SUITE 3600
Address Line 4:	DALLAS, TEXAS 75201

ATTORNEY DOCKET NUMBER:	HWICK.0001
NAME OF SUBMITTER:	SCOTT L. HARPER
Signature:	/scott l. harper/
Date:	01/24/2014

**Total Attachments: 17**

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source=Patent Assignment Cover Sheet#page3.tif  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

USA Shade & Fabric Structures, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Shade IP Licensing, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8505 Chancellor Row

City: Dallas

State: TX

Country: USA Zip: 75247

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 12/31/2006

Assignment  Merger

Security Agreement  Change of Name

Joint Research Agreement

Government Interest Assignment

Executive Order 9424, Confirmatory License

Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

D530829; D530828; D530827; D530434; D530433; D530023; D530022

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Scott L. Harper of Harper Washam LLP

Internal Address: Suite 3600

Street Address: 1700 Pacific Avenue

City: Dallas

State: TX Zip: 75201

Phone Number: 214-389-8985

Docket Number: HWICK.0001

Email Address: patents@harperwasham.com

**6. Total number of applications and patents involved:** 7

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** \_\_\_\_\_

Authorized to be charged to deposit account

Enclosed

None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** \_\_\_\_\_ /scott l. harper/ \_\_\_\_\_ 2014/01/24

Signature Date

Scott L. Harper

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

### Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

### Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

### Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

### Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed with a new application.

### Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

### Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

### Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

### Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

### Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

## **Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet**

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is executed as of January 18, 2007, to be effective as of 11:59 p.m., December 31, 2006, by and between GCDJ Holdings, Inc., a Delaware corporation formerly known as USA Shade & Fabric Structures, Inc., Shade Equipment Leasing, Inc., a Delaware corporation formerly known as Fabritec, Inc., Shade Manufacturing, Inc., a Delaware corporation formerly known as Sun Ports Holdings, Inc., USA Shade & Fabric Structures, Inc., a Delaware corporation formerly known as Shade America, Inc., Shade America, Inc., a California corporation, Shade Structures, Inc., a California corporation, Sun Ports International, Inc., a Texas corporation, USA Shade and Fabric Products, Inc., a California corporation, Vehicle Protection Structures, L.P., a Texas limited partnership, and VPSGP, LLC, a Texas limited liability company (collectively, "Assignors"), and Shade IP Licensing, Inc., a Delaware corporation formerly known as Shade Construction, Inc. ("Assignee").

### RECITALS

WHEREAS, Assignors desire to assign, transfer, grant, deliver and set over all of their respectively owned intellectual property to Assignee pursuant to an agreement entitled "GCDJ Holdings, Inc. Internal Restructuring Agreement" effective as of December 31, 2006 (the "Agreement").

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Intellectual Property (as defined in the Agreement), together with (a) the good will of the businesses of Assignors associated with the Intellectual Property, and (b) Assignors' entire right, title and interest in and to any and all claims and demands Assignors may have (either at law or in equity) arising out of the past, present or future infringement of, or other acts related to, the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration as set forth in the Agreement, receipt of which is hereby acknowledged, Assignors agree as follows:

1. Assignors do hereby assign, transfer, grant, deliver and set over unto Assignee, its successors and assigns, all worldwide rights, title and interest in, to and under the Intellectual Property owned by each respective Assignor, including, but not limited to, the intellectual property set forth on Schedule A attached hereto and made part hereof, together with the goodwill of the businesses of Assignors associated with the Intellectual Property.
2. Assignors authorize the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any other United States or foreign official whose duty it is to record intellectual property registrations, applications and title thereto, to record the Intellectual Property and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.
3. Each party agrees to execute any and all documents or instruments, and to perform such other acts as may be necessary or expedient to further the purposes of the Assignment and the transactions contemplated hereby.

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**PATENT**  
**REEL: 032036 FRAME: 0006**

4. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign in whole or in part any Business Agreement (as defined in the Agreement) without the consent of a third party if such assignment or attempted assignment would constitute a breach thereof (each, an "Unassigned Agreement"). However, the Assignors will cooperate with and use their best efforts to obtain any and all necessary consents to assign each Unassigned Agreement to Assignee after the date hereof; provided, that Assignors will not commit Assignee to make any concession or payment in connection with obtaining such consents.

5. This Assignment of Service Marks and Trademarks may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. This Assignment is governed by, and construed and interpreted in accordance with, the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

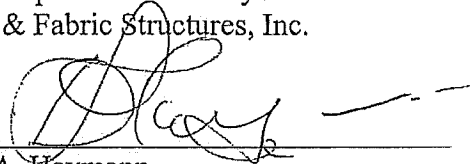
**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have caused its duly authorized officer to execute this Assignment of Service Marks and Trademarks on, and to be effective as of the date first above written.

ASSIGNORS:

**GCDJ Holdings, Inc.,**

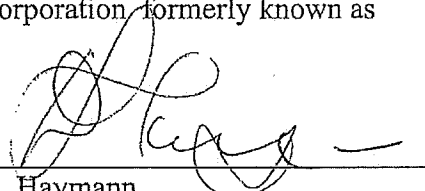
a Delaware corporation formerly known as  
USA Shade & Fabric Structures, Inc.



By: Basil A. Haymann  
Its: Chief Executive Officer

**Shade Equipment Leasing, Inc.,**

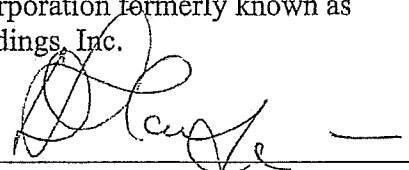
a Delaware corporation formerly known as  
Fabrtec, Inc.



By: Basil A. Haymann  
Its: Chief Executive Officer

**Shade Manufacturing, Inc.,**

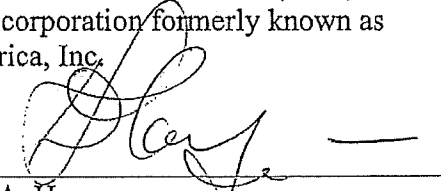
a Delaware corporation formerly known as  
Sun Ports Holdings, Inc.



By: Basil A. Haymann  
Its: Chief Executive Officer

**USA Shade & Fabric Structures, Inc.,**

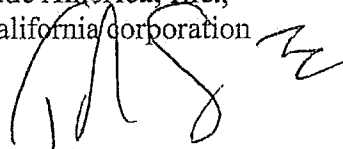
a Delaware corporation formerly known as  
Shade America, Inc.



By: Basil A. Haymann  
Its: Chief Executive Officer

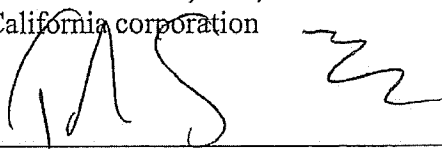


**Shade America, Inc.,**  
a California corporation



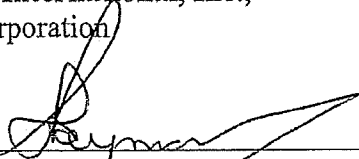
By: John S. Saunders  
Its: President

**Shade Structures, Inc.,**  
a California corporation



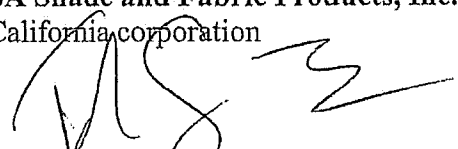
By: John S. Saunders  
Its: President

**Sun Ports International, Inc.,**  
a Texas corporation



By: Dot Haymann  
Its: Chief Executive Officer

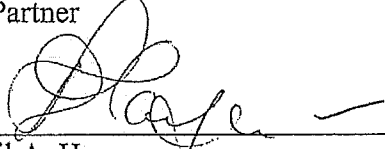
**USA Shade and Fabric Products, Inc.,**  
a California corporation



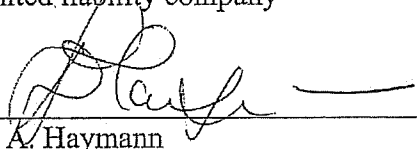
By: John S. Saunders  
Its: President

**Vehicle Protection Structures, L.P.,**  
a Texas limited partnership

By: **VPSGP, LLC,**  
a Texas limited liability company  
Its: General Partner

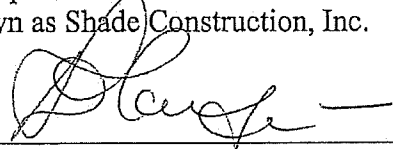
  
\_\_\_\_\_  
By: Basil A. Haymann  
Its: Chief Executive Officer

**VPSGP, LLC,**  
a Texas limited liability company

  
\_\_\_\_\_  
By: Basil A. Haymann  
Its: Chief Executive Officer

ASSIGNEE:

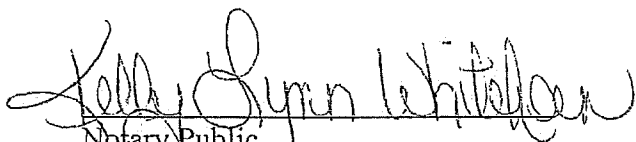
**SHADE IP LICENSING, INC.,**  
a Delaware corporation  
formerly known as Shade Construction, Inc.

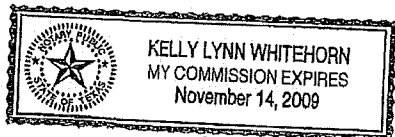
  
\_\_\_\_\_  
By: Basil A. Haymann  
Its: Chief Executive Officer

State of Texas )  
County of Dallas }

On this 18 day of January, 2007, before me, the undersigned notary, personally appeared Basil A. Haymann, of GCDJ Holdings, Inc., Shade Equipment Leasing, Inc., Shade Manufacturing, Inc., USA Shade & Fabric Structures, Inc., Vehicle Protection Structures, L.P., VPSGP, LLC, and Shade IP Licensing, Inc., personally known to me (or 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



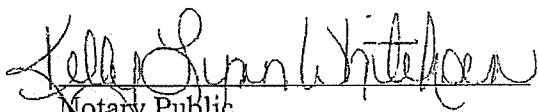
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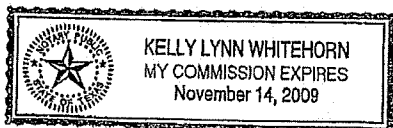
**PATENT**  
**REEL: 032036 FRAME: 0011**

State of Texas )  
County of Dallas )

On this 18 day of January, 2007, before me, the undersigned notary, personally appeared John S. Saunders, of Shade America, Inc., Shade Structures, Inc., and USA Shade and Fabric Products, Inc., personally known to me (or 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 executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public



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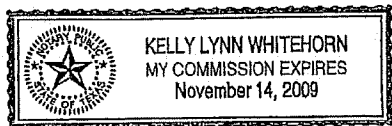
**PATENT**  
**REEL: 032036 FRAME: 0012**

State of Texas                    )  
County of Dallas                )

On this 18 day of January, 2007, before me, the undersigned notary, personally appeared Dot Haymann, of Sun Ports International, Inc., personally known to me (or 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 she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Kelly Lynn Whitehorn  
Notary Public





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**PATENT**  
**REEL: 032036 FRAME: 0013**

SCHEDULE A

*(See Attached)*

**FEDERAL  
TRADEMARKS**

<b>Country</b>	<b>Federal Trademark</b>	<b>Owner</b>	<b>Application / Registration Number</b>	<b>Application / Registration Date</b>
United States	<b>SUN PORTS</b>	Sun Ports International, Inc., a Texas Corporation	3,089,529	05/09/2006
United States	<b>UV MAN</b>	Shade Structures, Inc., a California Corporation	3,184,418	12/12/2006
United States	<b>UV MAN</b>	Shade America, Inc., a Delaware Corporation	Serial No. 78/483,743	Filed: 09/15/2004
United States	 <b>UV Man Design</b>	Shade Structures, a California Corporation	2,852,612	06/15/2004
United States	 <b>UV Man Design</b>	Shade America, Inc., a Delaware Corporation	3,144,258	09/19/2006

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### TRADE NAMES

TRADE NAME
FABRITEC , INC.
FABRITEC STRUCTURES
SHADE AMERICA
SHADE AMERICA, INC.
SHADE CONCEPTS
SHADE EQUIPMENT LEASING, INC.
SHADE MANUFACTURING, INC.
SHADE STRUCTURES
SHADE STRUCTURES, INC.
SUN PORTS INTERNATIONAL, INC.
SUNPORTS
USA SHADE & FABRIC STRUCTURES, INC.
VEHICLE PROTECTIONS STRUCTURES,L.P.
VPS

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**TRADE SECRETS**

**All trade secrets, processes and know-how required for any and all business, manufacturing, and sales functions of the Assignors.**

**DOMAIN NAMES**

<b>Domain Name</b>	<b>Registrant</b>
<b>FABRITECSTRUCTURES.COM</b>	FabriTec Structures / Shade Concepts
<b>SHADESTRUCTURES.NET</b>	Shade Structures
<b>SUNPORTS.COM</b>	SunPorts International, Inc.
<b>SUNPORTS.NET</b>	SunPorts International, Inc.
<b>USA-SHADE.COM</b>	SunPorts International, Inc.
<b>USASHADE.NET</b>	SunPorts International, Inc.
<b>USA-SHADE.NET</b>	SunPorts International, Inc.
<b>VPSLP.COM</b>	Vehicle Protection Structures
<b>VPSLP.NET</b>	Vehicle Protection Structures

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## PATENTS

Country	Patent Title	Assignee	Patent Number	Grant Date
United States	SHADE STRUCTURE	Shade Structures, Irvine, CA	D422,668 (Design)	04/11/2000
United States	SHADE STRUCTURE AND METHODOLOGY HAVING SWIVELING PERIMETER BEAM	Sun Ports International, Inc., Dallas, TX	6,286,268 (Utility)	09/11/2001
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,829 (Design)	10/24/2006
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,828 (Design)	10/24/2006
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,827 (Design)	10/24/2006
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,434 (Design)	10/17/2006
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,433 (Design)	10/17/2006
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,023 (Design)	10/10/2006
United States	SHADE STRUCTURE	USA Shade & Fabric Structures, Inc., Dallas, TX,	D530,022 (Design)	10/10/2006

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