

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2775716

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR JEFFREY TODD MILLER	03/07/2014
RECEIVING PARTY DATA	
Name:	COOL WRAPS, INC.
Street Address:	416 PORT CHARLOTTE DRIVE
Internal Address:	GREGORY PEPIN
City:	PONTE VEDRA
State/Country:	FLORIDA
Postal Code:	32081
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6405869
CORRESPONDENCE DATA	
Fax Number:	(919)821-6800
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	9198216609
Email:	LYOUNG@SMITHLAW.COM
Correspondent Name:	LISA YOUNG
Address Line 1:	C/O SMITH ANDERSON LAW FIRM
Address Line 2:	PO BOX 2611
Address Line 4:	RALEIGH, NORTH CAROLINA 27602-2611
ATTORNEY DOCKET NUMBER:	13450.1
NAME OF SUBMITTER:	LISA YOUNG
SIGNATURE:	/LISA YOUNG/
DATE SIGNED:	03/19/2014
Total Attachments: 4	
source=Cool Wraps - Patent Assignment#page1.tif	
source=Cool Wraps - Patent Assignment#page2.tif	
source=Cool Wraps - Patent Assignment#page3.tif	
source=Cool Wraps - Patent Assignment#page4.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment"), dated as of March 7, 2014, is made by JEFFREY TODD MILLER, a natural person residing at 2 13th Street, Unit #5, Attleboro, Massachusetts 02703 ("Seller"), in favor of COOL WRAPS, INC., a North Carolina corporation ("Purchaser"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of March 7, 2014 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees 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 are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser all of Seller's right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) 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;

(c) 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

(d) 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 and other legal and equitable relief for past, present and future infringement, 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 Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Purchaser. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents 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. Facsimiles. A signed copy of this Patent 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 Patent Assignment.

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

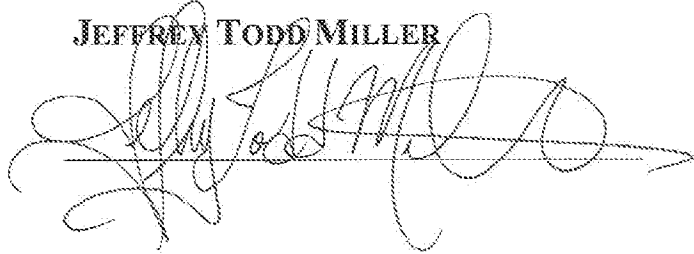
6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER:

JEFFREY TODD MILLER

A handwritten signature in black ink, appearing to read "Jeffrey Todd Miller", is written over a horizontal line. The signature is stylized and cursive.

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Inventors	Country	Application No. Filing Date	Patent No. Issue Date
SHRINK WRAP GIFT BAG AND METHOD OF MANUFACTURING THE SAME	ALAN W. WHITTEMORE, RICHARD J. PONZO	USA	09346226 07/01/1999	6405869 06/18/2002