

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3392350

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TEAM PROMARK, LLC	05/20/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MYDOR, LLC	
<b>Street Address:</b>	14052 VALLEY DRIVE	
<b>City:</b>	LONGMONT	
<b>State/Country:</b>	COLORADO	
<b>Postal Code:</b>	80504	
<b>PROPERTY NUMBERS Total: 11</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	29467818	
Application Number:	29468518	
Application Number:	14710981	
Application Number:	29505098	
Application Number:	29526797	
Application Number:	29526813	
Application Number:	29526829	
Application Number:	29526840	
Application Number:	29526846	
Application Number:	29526852	
Application Number:	29526859	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(719)358-2561	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	7193582561	
<b>Email:</b>	SU@MARTENSENIP.COM	
<b>Correspondent Name:</b>	MARTENSEN IP	
<b>Address Line 1:</b>	30 EAST KIOWA STREET	
<b>Address Line 2:</b>	SUITE 101	
<b>Address Line 4:</b>	COLORADO SPRINGS, COLORADO 80903	

PATENT

<b>NAME OF SUBMITTER:</b>	MICHAEL C.MARTENSEN
<b>SIGNATURE:</b>	/michael c. martensen/
<b>DATE SIGNED:</b>	06/11/2015
<b>Total Attachments: 8</b> source=TPROAssignment#page1.tif source=TPROAssignment#page2.tif source=TPROAssignment#page3.tif source=TPROAssignment#page4.tif source=TPROAssignment#page5.tif source=TPROAssignment#page6.tif source=TPROAssignment#page7.tif source=TPROAssignment#page8.tif	

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT ("**Agreement**"), between Team ProMark, LLC, a Colorado limited liability company ("**Transferor**"), and Mydor LLC, a Colorado limited liability company ("**Transferee**") is dated as of May 11, 2015 (the "**Effective Date**").

WHEREAS, Transferor and Transferee desire to enter into this Agreement pursuant to which Transferor will convey certain assets and liabilities to Transferee in exchange for Transferee issuing an aggregate of 74,999 Class A Units of Transferee to certain Members of Transferor, on the terms and subject to the conditions set forth in this Agreement (the "**Contribution**");

NOW THEREFORE, in consideration of the foregoing premises, the representations, warranties and covenants contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CONTRIBUTION OF ASSETS.** On the terms and subject to the conditions set forth in this Agreement, Transferor hereby contributes, transfers, assigns, conveys and delivers to Transferee, and Transferee does hereby acquire and accept from Transferor, all of Transferor's right, title and interest in, to and under the assets described on **SCHEDULE 1** (the "**Assets**").

2. **ASSUMED LIABILITIES.** Except as provided in Section 4, the Contribution is subject to the assumption by Transferee of all liabilities and obligations of Transferor to the extent exclusively or primarily resulting from, relating to or arising out of the Assets of whatever kind or nature (whether absolute, accrued, contingent, determined, determinable, disclosed, known or unknown, or otherwise) (the "**Assumed Liabilities**"). Transferee hereby assumes and shall perform, pay and discharge when due the Assumed Liabilities. Nothing contained herein shall prevent Transferee or its affiliates from contesting in good faith any of the Assumed Liabilities with any third-party obligee.

3. **CONSIDERATION.** As consideration for the contribution of the Assets set forth in Section 1, Transferee agrees to issue 74,999 Class A Units to the individuals set forth on **SCHEDULE 2**, as described thereon.

4. **PROSECUTION AND ENFORCEMENT OF CONTRIBUTED PATENTS.**

4.1 **COSTS OF PROSECUTION.** Notwithstanding the foregoing, Transferor hereby agrees (a) to use reasonable efforts, at Transferor's sole cost and expense, to prosecute to final issuance of each patent by the United States Patent and Trademark Office (or foreign equivalent) ("**Issuance**") the patent applications listed on **SCHEDULE 1** (each a "**Contributed Patent**"), and (b) to pay any all associated fees, costs and expenses, including attorney's fees, reasonably incurred by Transferee in connection therewith. The parties acknowledge and agree that nothing herein shall require Transferee to prosecute and/or maintain the Licensed Patents prior to Issuance thereof. Upon Issuance of any Contributed Patent, Transferee will assume sole control

and discretion over the filing, prosecution, and maintenance of the Patents, and Transferor shall have no further obligations under this Section with respect to such issued Contributed Patent.

**4.2 ASSUMPTION OF CONTROL OF PROSECUTION.** Transferee shall have the right upon notice, at any time, in Transferee's sole discretion, and at Transferee's sole cost and expense, to take over the prosecution of any Contributed Patent. Promptly after such notice, Transferor will transfer to Transferee or its designated representative complete copies of all files (other than attorney-client privileged documents and communications) relating to the applicable Contributed Patent to be prosecuted by Transferee and all other documents related thereto, including notebooks and invention disclosures. Transferor will cooperate with Transferee, at Transferee's sole cost and expense, in the prosecution of the Contributed Patents, including executing and delivering to Transferee, at Transferee's request, all instruments and documents, including powers of attorney, needed to prosecute such patents and providing any other assistance reasonably requested by Transferee. If Transferee is unable for any reason to secure Transferor's signature on any document needed by Transferee in connection with prosecution of the Contributed Patents, Transferor irrevocably designates and appoints Transferee as Transferor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Transferor to execute, verify and file such document and to perform all other lawfully permitted acts to prosecute the Contributed Patents with the same legal force and effect as if executed or done by Transferor.

**4.3 NOTICES BY TRANSFEROR.** Transferor shall promptly notify Transferee upon receipt of a Notice of Allowance or the like issued by a national patent office (or foreign equivalent). Additionally, Transferor shall promptly notify Transferee if it becomes aware of any known or suspected infringement by a third party of any Contributed Patent. Such notice will include the identity of the third party known or suspected to have infringed the Contributed Patent and any known available information that is relevant to such infringement. Transferee will have sole control over enforcement and defense of the Contributed Patents against third party infringers.

## **5. REPRESENTATIONS AND WARRANTIES OF THE TRANSFEROR.**

**5.1 ORGANIZATION OF TRANSFEROR.** Transferor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado.

**5.2 AUTHORITY.** Transferor has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferor has obtained all necessary approvals, consents, and waivers for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferor and (assuming due authorization, execution and delivery by Transferee) constitutes Transferor's legal, valid and binding obligation, enforceable against it in accordance with its terms.

**5.3 OWNERSHIP AND TRANSFER OF ASSETS.** Transferor has good, valid and marketable title to, or in the case of leased or subleased Assets, valid and subsisting leasehold interests in, all of the Assets, and such Assets are free and clear of all liens. Transferor has the unrestricted right to contribute, sell, transfer, assign, convey and deliver to Transferee all right, title and interest in and to, or in the case of leased or subleased Assets, all right, title and interest in and to the leasehold interest relating to, the Assets without penalty or other adverse consequences.

**6. REPRESENTATIONS AND WARRANTIES OF THE TRANSFEE.**

**6.1 ORGANIZATION OF TRANSFEE.** Transferee is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Colorado.

**6.2 AUTHORITY.** Transferee has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Transferee has obtained all necessary approvals, consents, and waivers for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Transferee and (assuming due authorization, execution and delivery by Transferor) constitutes Transferee's legal, valid and binding obligation, enforceable against it in accordance with its terms.

**7. FURTHER ASSURANCES.** Transferor and Transferee agree to execute any and all documents and instruments of transfer, assignment, assumption or novation and to perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement and the transactions contemplated by this Agreement.

**8. GENERAL**

**8.1 NOTICES.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent by confirmed facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours of the recipient, then on the next business day; (c) five calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party hereto at such party's address hereinafter set forth on the signature page hereof.

**8.2 AMENDMENT AND MODIFICATION; WAIVER.** No amendment to, or modification or rescission of, this Agreement is effective unless it is in writing and signed by each party. No waiver of any provision of this Agreement is effective unless it is in writing, identified as a waiver to this Agreement, and is signed by the party waiving its right; and no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall

operate or be construed as a waiver thereof; nor shall any single or partial waiver or exercise of any right, remedy, power or privilege hereunder preclude or limit any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**8.3 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and such party's respective successors and permitted assigns.

**8.4 NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

**8.5 GOVERNING LAW; VENUE; SUBMISSION TO JURISDICTION.** This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction). The parties agree that any legal suit, action or proceeding arising out of or based upon this Agreement, or the transactions contemplated hereby, may be instituted in the federal courts of the United States or the courts of the State of Colorado in each case located in the city and county of Denver, Colorado, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

**8.6 ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

**8.7 INTERPRETATION.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The headings used in this Agreement are for informational purposes and convenience only and in no way define, limit, construe or describe the scope of the sections.

**8.8 SEVERABILITY.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable ("**Invalid**") in any jurisdiction, then such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the Invalid term or provision shall not affect any other term or provision of this Agreement or cause such term or provision to be Invalid in any other jurisdiction.

**8.9 COUNTERPARTS.** This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original and all of which shall be deemed one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**TRANSFEROR:**

**TEAM PROMARK, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**TRANSFeree:**

**MYDOR LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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



## **SCHEDULE 1**

### **ASSETS**

The Assets shall include all intellectual property associated with the Mydor LLC concept, including, without limitation, all business plans, domain names and url's, and the related improvements, inventions, formulae, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or learned by Transferor. The Assets shall specifically include, without limitation, the following patents and patent applications, including any continuations, continuations-in-part, divisionals, re-examinations, re-issues and foreign counterparts thereof, and any patents issued therefrom and any extensions, re-issues or re-examinations thereof, and the intellectual property associated therewith:

- Patent application Nos.:
  - 29467818 – “Universal Door Banner”
  - 29468518 – “Door Banner”
  - 14710981 – “Door Banner”
  - 29505098 – “Door Banner”
  - 29526797 – “Door Banner”
  - 29526813 – “Door Banner”
  - 29526829 – “Door Banner”
  - 29526840 – “Door Banner”
  - 29526846 – “Door Banner”
  - 29526852 – “Door Banner”
  - 29526859 – “Door Banner”

**SCHEDULE 2**

<b>MEMBER</b>	<b>NO. OF CLASS A UNITS</b>
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ProMark Enterprises, LLC	11,249
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Taylor Byrd, Inc.	48,774
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Margo Taylor Bredesen	14,976
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