503497235 09/25/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3543860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TAMRAC, INC.	06/26/2014

RECEIVING PARTY DATA

Name:	GURAGEAR, LLC
Street Address:	2036 LINCOLN AVENUE, SUITE 104
City:	OGDEN
State/Country:	UTAH
Postal Code:	84401

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	5573114
Patent Number:	5775496
Patent Number:	5769221
Patent Number:	5735397
Patent Number:	6206567
Patent Number:	6830150
Patent Number:	D545057
Patent Number:	7959048
Patent Number:	7486883
Application Number:	12807212

CORRESPONDENCE DATA

Fax Number: (801)255-5338

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.

Phone: 801-255-5335

Email: scazier@chcpat.com
Correspondent Name: KARL R. CANNON
Address Line 1: P.O. BOX 1909

Address Line 4: SANDY, UTAH 84091

ATTORNEY DOCKET NUMBER: T13056

PATENT REEL: 036662 FRAME: 0032

503497235

NAME OF SUBMITTER:	KARL R. CANNON
SIGNATURE:	/Karl R. Cannon/
DATE SIGNED:	09/25/2015

Total Attachments: 19

source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page1.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page2.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page3.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page4.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page5.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page6.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page7.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page8.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page9.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page10.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page11.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page12.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page13.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page14.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page15.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page16.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page17.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page18.tif source=Tamrac Inc - IP Assignment Agreement v f (with Schedules) (Executed)#page19.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of 26th day of June, 2014, is made by Tamrac, Inc. a California corporation d/b/a Tamrac, Int'l., d/b/a Tamrac, International, d/b/a Authentic Traveler ("Seller"), in favor of GuraGear, LLC, a Delaware limited liability company ("Purchaser") pursuant to that certain Asset Purchase Agreement between Purchaser and Seller, dated as of May 15, 2014 (the "Purchase Agreement").

WITNESSETH:

WHEREAS, under the terms of the 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 IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office;

NOW THEREFORE, in connection with the Purchase Agreement, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):
- (a) the patents and patent applications set forth in <u>Schedule 1</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");
- (b) the trademark registrations and applications set forth in <u>Schedule 2</u> hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**"); provided that, with respect to the United States intent-to-use trademark applications set forth in Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing/the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
- (c) any and all copyright registrations, applications for registration and exclusive copyright licenses hereto and all issuances, extensions and renewals thereof (the "Copyrights");

- (d) 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;
- (e) 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
- (f) 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, 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 Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other domestic and foreign governmental officials to record and register this IP 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, that are reasonable and necessary to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto. Without limiting the generality of the foregoing, Seller hereby agrees: (i) to assign, deliver and communicate to Purchaser, its representatives, agents, successors and assigns any facts and materials relating to the Assigned IP, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Assigned IP, including all communications to and from the US Patent and Trademark Office or the US Copyright Office and any and all legal counsel advising on or assisting with the Assigned IP; and (ii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective. Purchaser hereby agrees to pay the reasonable expenses associated with the foregoing actions.
- 3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This IP 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 IP 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).
 - 7. <u>Effective Time</u>. This Agreement shall be effective as of the Closing.
- 8. <u>Amendment and Waiver</u>. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by Sellers and Purchaser or their respective successors or permitted assigns. No waiver under this Agreement shall be valid or binding unless set forth in a writing duly executed and delivered by the party against whom enforcement of such waiver is sought.
- 9. <u>Notice</u>. Any notice given pursuant to this Agreement shall be given in the same manner as stated in Section 17.3 of the Purchase Agreement.

[Signature page follows]

-3-

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

SELLER:

TAMRAC, INC.

By:

Name:

610 NST4

Title:

[Signature Page to IP Assignment Agreement]

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

PURCHASER:

GURAGEAR, LLC

Name: Gregory Schem

Title: President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Foreign Patent Registrations and Applications

TITLE	COUNTRY	REGISTRATION NO.	RENEWAL DEADLINES
Radio remote control for photographic equipment	United Kingdom	1729171	5/31/2014
Radio remote control for photographic equipment	France	1729171	5/31/2014
Radio remote control for photographic equipment	Germany	1729171	5/31/2014

US Patent Registrations and Applications

TITLE	PATENT	MAINTENANCE	EXPIRATION
	NO.	FEES DUE	DATE
Lens Gate Divider System for Camera Bags	5,573,114	all fees paid	2/7/2015
Lens Gate Divider System for Camera Bags	5,775,496	all fees paid	2/7/2015
Lens Gate Divider System for Camera Bags	5,769,221	all fees paid	2/7/2015
Lens Gate Divider System for Camera Bags	5,735,397	all fees paid	2/7/2015
Container having dual openings for facilitating rapid access to the interior of the container	6,206,567	all fees paid	3/21/2020
Pocket for carrying reusable items	6,830,150	3rd due 6/14/16	2/21/2022
Backpack for photographic equipment	D545,057	n/a	6/26/2021
Equipment backpack with tripod attachment	7,959,048	1st due 12/14/14	8/25/2025
Radio remote control for photographic equipment	7,486,883	2nd due 8/3/2016	6/1/2025
PENDING U.S. PATENT APPLICATIONS	SERIAL NO.	STATUS	
Tripod to support photographic equipment	12/807,212	amendment filed	

SCHEDULE 2

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Foreign Trademark Registrations and Applications

TRADEMARK	COUNTRY	ISSUE DATE	REGISTRATION NO.	RENEWAL DEADLINE
TAMRAC	Canada	7/27/1984	293348	7/27/2014
TAMRAC	Sweden	4/16/1992	232 705	4/15/2022
TAMRAC	Switzerland	8/26/1982	401,951	8/26/2022
TAMRAC	United Kingdom	10/1/1992	1514861	10/1/2019
TAMRAC	Germany	4/22/1993	2.034.969	4/29/2022
TAMRAC	Germany	9/1/1993	2.043.780	9/30/2022
TAMRAC	France	5/15/1992	92/419.065	5/13/2022
TAMRAC	Italy	4/21/1995	649274	8/6/2022
TAMRAC	Italy	6/7/1995	652836	10/1/2022
TAMRAC	Denmark	9/3/1993	1993 06280	9/1/2023

TAMRAC	Norway	3/24/1994	161.932	3/24/2024
TAMRAC	Australia (Cls 18)	10/3/1992	585849	9/3/2019
TAMRAC	Australia (Cls 25)	9/3/1992	585850	9/3/2019
TAMRAC	Japan	6/28/1996	3164376	6/27/2016
Otamr ×	Spain	3/5/1984	1043352	7/21/2023
(i) tameac	France	8/30/1983	1246893	8/30/2023
()tamrac	Germany	1/3/1984	1060383	7/31/2023
	Korea	1/30/1989	167579	1/30/2019
()tamrac	Korea	1/30/1989	167581	1/30/2019
•				
(()tanvac	Venezuela	2/26/1999	P-209995	2/26/2019
TAMRAC	Venezuela	2/26/1999	p-209993	2/26/2019
	Japan	9/30/1996	3202619	9/30/2016
()tamrac				

TAMRAC	Belarus	10/8/1996	10422	10/8/2016
TAMRAC	Indonesia	10/30/2008	182496	3/21/2017
TAMKAC	indonesia	10/30/2008	102490	3/21/2017
TAMRAC	Poland	10/14/1996	114379	10/13/2016
TAMRAC	Russia	4/9/1998	162993	10/6/2016
TAMRAC	Singapore	10/2/1996	10649/96	10/2/2016
TAMRAC	Ukraine	9/27/1996	16569	9/26/2016
TAMRAC	Taiwan	7/16/1997	767722	7/15/2017
TAMRAC	European Union	10/4/1996	367326	10/4/2016
TAMRAC	China	1/21/1998	1144371	2/12/2018
TAMRAC	New Zealand	11/12/1999	308414	4/22/2016
TAMRAC	Australia (Cls 9)	3/24/1999	789259	3/22/2019
TAMRAC	New Zealand	11/12/1999	308413	4/22/2016

TAMRAC	Japan	9/17/2004	4803871	9/17/2014
TAMRAC	Philippines	10/2/2006	4-2004-008148	10/2/2016
TAMRAC	India	4/18/2009	1446694	4/18/2016
TAMRAC	Argentina	9/11/2009	2313665	9/11/2019
TAMRAC	Argentina	9/11/2009	2313664	9/11/2019
TAMRAC	Brazil	1/4/2011	829972056	1/4/2021
TAMRAC	Brazil	4/12/2011	829972072	4/12/2021
TAMRAC	Israel	9/15/2008	214870	9/14/2018
TAMRAC	Israel	9/15/2008	214869	9/14/2018
TAMRAC	Malaysia	9/25/2008	8019393	9/25/2018
TAMRAC	Malaysia	9/25/2008	8019392	9/25/2018
TAMRAC	South Africa	10/25/2010	2008/21904-5	9/18/2018

TAMRAC	Mexico	10/7/2008	1086219	10/5/2018
TAMRAC	Mexico	10/7/2008	1068402	10/5/2018
TAMRAC	Hong Kong	9/21/1996	199709077	9/21/2023
Tamrac (in Chinese Characters)	China	6/7/2008	4803417	6/6/2018
Tamrac (in Chinese Characters)	China	1/28/2009	4803418	6/6/2018
a	European Union	7/13/2010	8826059	1/21/2020
<u> </u>	European Union	7/13/2010	8826034	1/21/2020
	China	10/21/2010	7186496	10/20/2020
	China	10/21/2010	7186498	10/20/2020
<u>a</u>	China	10/28/2010	7188032	10/27/2020
TAMRAC	Columbia	3/27/2012	445131	3/25/2022
TAMRAC	Columbia	6/26/2012	453819	6/24/2022

TAM SPORT	United Kingdom	3/11/1992	1493958	3/11/2019
TAM SPORT	United Kingdom	3/11/1992	1493959	3/11/2019
TAM SPORT	Germany	5/12/1993	2.036.040	4/29/2022
TAM SPORT	Germany	5/12/1993	2.036.040	472972022
TAM SPORT	France	5/15/1992	92/419.064	5/13/2022
TAM SPORT	Italy	4/21/1995	649275	8/6/2022
TAM TEK	United Kingdom	3/11/1992	1493956	3/11/2019
TAM TEK	United Kingdom	3/11/1992	1493957	3/11/2019
TAW ILA	Office Kingdom	3/11/1//2	1473737	3/11/2017
TAM TEK	Germany	5/12/1993	2.036.039	4/29/2022
TAM TEK	France	5/15/1992	92/419.063	5/13/2022
TAM TEK	Italy	4/21/1995	649272	8/6/2022
TAM TEK	Japan	3/12/1997	2720089	3/12/2017
VANTIX	Germany	7/19/1991	1.179.136	4/30/2020
		1		

VANTIX	Korea	3/13/1991	211094	3/12/2021
VANTIX	Korea	4/16/1991	212766	4/15/2021
VANTIX	Taiwan	9/1/1990	496907	8/31/2020
VANTIX	United Kingdom	2/9/1990	1418543	2/9/2017
VANTIX	United Kingdom	2/9/1990	1418544	2/9/2017
VANTIX	Switzerland	403.599	9/30/1992	9/30/2022
	European Union	6/14/1999	1206168	6/14/2019
MICROSYNC	Japan	7/11/2008	5149693	7/11/2018
MICROSYNC	China	7/7/2010	6785862	7/6/2020
MICROSYNC	European Union	4/27/2007	5121801	6/7/2016
ZIPSHOT	European Union	6/2/2010	8725624	11/29/2019
ZIPSHOT	Australia	12/18/2009	1337825	12/18/2019

ZIPSHOT	Canada	5/25/2012	TMA824,775	2/25/2027
ZIPSHOT	Mexico	1/7/2010	1156342	1/7/2020
ZIPSHOT	Switzerland	12/22/2009	598.669	12/20/2019
ZIPSHOT	Russia	12/23/2009	420650	12/23/2019
ZIPSHOT	Philippines	5/12/2011	4-2009-013198	5/12/2021
ZIPHSOT	Brazil	12/18/2012	830528903	12/16/2022
ZIPSHOT	Japan	6/25/2010	5333044	6/25/2020
PENDING FOREIGN TRADEMARK APPLICATIONS	COUNTRY	FILING DATE	SERIAL NO.	STATUS
	China	2/4/2009	7100021	
(a)	Cmna	21472009	7188031	published on 1/20/2014
***************************************	China	2/2/2009	7186497	published on
മ	Cilila	21212009	/10047/	1/20/2014
	China	2/2/2009	7186496	published on
മ	China	21212007	,100470	1/20/2014

US Trademark Registrations and Applications

TRADEMARK	ISSUE DATE	REGISTRATION NO.	RENEWAL DEADLINE
TAMRAC	10/6/1981	1,172,053	10/6/2021
TAMRAC	6/7/1994	1,838,580	6/7/2024
TAMRAC	1/25/1994	1,817,983	1/25/2024
O tamrac	6/18/1985	1,342,286	6/18/2015
	10/29/1991	1,662,253	10/29/2021
******	11/26/1991	1,665,851	11/26/2021
	10/29/1991	1,662,244	10/29/2021
	10/29/1991	1,662,467	10/29/2021
(D)	6/19/1990	1,602,022	6/16/2020
TAM SPORT	1/16/1990	1,577,481	6/16/2020
	1/30/1990	1,579,861	1/30/2020
TAM TEK	1/16/1990	1,577,497	1/16/2020

VANTIX	1/15/1991	1,631,623	1/15/2021
LENS- BRIDGE	12/13/1983	1,260,852	12/23/2023
THE AUTHENTIC TRAVELLER	12/12/1995	1,941,442	12/12/2015
STEAMER DUFFLE	4/1/1997	2,049,471	4/1/2017
LTX	1/7/1997	2,029,144	1/7/2017
TEK	4/1/1997	2,049,498	4/1/2017
TEK	11/12/1996	2,014,749	11/12/2016
LENS GATE	7/23/1996	1,989,293	7/23/2016
NEO'S	7/29/1997	2,084,842	7/29/2017
POWERGRID	6/8/1999	2,251,392	6/8/2019
SUPERLIGHT	2/6/2001	2,427,710	2/6/2021
	2/22/2000	2,321,802	2/22/2020
	4/24/2001	2,446,941	4/24/2021
AUTHENTIC TRAVELER	3/12/2002	2,548,256	3/12/2022

TURBOTOP	3/25/2003	2,700,835	3/25/2023
TURBOTOP	4/29/2003	2,711,702	4/29/2023
AUTHENTIC TRAVELER	1/7/2003	2,672,945	1/7/2023
NOTHENTIC INVESTER	17772003	2,072,543	17772023
VANTIX	11/21/2006	3,174,561	11/21/2016
MICROSYNC	9/12/2006	3,142,695	9/12/2016
	7/13/2010	3,816,579	7/13/2016
<u>a</u>	7/13/2010	3,816,580	7/13/2016
ZIPSHOT	11/9/2010	3,874,650	11/9/2016
TAMRAC	12/7/2010	3,887,645	12/7/2016
PENDING U.S. TRADEMARK APPLICATIONS	FILING DATE	SERIAL NO.	DEADLINE
AUTHENTIC TRAVELER	2/4/2011	85/234,818	Evidence due 8/22/2014

State Trademark Registrations

TRADEMARK	STATE	ISSUE DATE	REGISTRATION NO.	RENEWAL DEADLINE
VANTIX	CALIFORNIA	3/21/1990	91923	3/20/2015
VANTIX	CALIFORNIA	3/21/1990	91922	3/20/2015

PATENT REEL: 036662 FRAME: 0052

RECORDED: 09/25/2015