

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3748666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
URBIO, INC.	02/18/2016

RECEIVING PARTY DATA

Name:	HONEY-CAN-DO INTERNATIONAL, LLC
Street Address:	5300 SAINT CHARLES RD.
City:	BERKELEY
State/Country:	ILLINOIS
Postal Code:	60163

PROPERTY NUMBERS Total: 16

Property Type	Number
Application Number:	61468511
Application Number:	14008550
Application Number:	14606556
Application Number:	14074721
Application Number:	29417203
Application Number:	29499454
Application Number:	29524206
Application Number:	29524209
Application Number:	29524212
Application Number:	29524219
Application Number:	29524221
Application Number:	29537049
Application Number:	29537053
Application Number:	29537055
Application Number:	29537059
Application Number:	29537062

CORRESPONDENCE DATA

Fax Number: (888)909-0255

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.

PATENT

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NAME OF SUBMITTER:	JAMES SCOTT ANDERSON
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SIGNATURE:	/James Scott Anderson/
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DATE SIGNED:	02/22/2016
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Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "**Patent Assignment**"), dated as of February 18, 2016, is made by Urbio, Inc., a Delaware corporation located at c/o Enlisted Design, LLC, 464 19th Street, Suite 205, Oakland, CA 94612 (the "**Seller**"), in favor of Honey-Can-Do International, LLC, an Illinois limited liability company located at 5300 W. St. Charles Road, Berkeley, Illinois ("**Buyer**").

Preliminary Statement

Under the terms of that certain Asset Purchase Agreement of even date herewith between the Buyer and the Seller (the "**Asset Purchase Agreement**"), the Seller has conveyed, transferred and assigned to the Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

Terms and Conditions

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Seller hereby agrees as follows:

1. Assignment. The Seller hereby irrevocably conveys, transfers and assigns to the Buyer all of the Seller's right, title and interest in and to the following (collectively, the "**Assigned Patents**"):

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

(b) all rights of any kind whatsoever of the 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 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. The Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to the Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned Patents. 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 Patent 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 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.

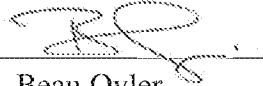
5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

URBIO, INC.

By:  _____
Name: Beau Oyler
Title: Chief Executive Officer

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

COUNTRY	APPLICATION NO.	TITLE	Type	STATUS/NOTES
U.S.	61/468,511	MODULAR MAGNETIC CONTAINER SYSTEM	Utility	Expired
Australia	2012236533	MODULAR MAGNETIC CONTAINER SYSTEM	Utility	Abandoned
Canada	2830557	MODULAR MAGNETIC CONTAINER SYSTEM	Utility	Pending: Request for Exam due 3/28/2017
Great Britain	GB1316420.7	MODULAR MAGNETIC CONTAINER SYSTEM	Provisional	Response to Exam Report due 3/29/2016
U.S.	61/468,511	MODULAR MAGNETIC CONTAINER SYSTEM	Utility	Expired
U.S.	14/008,550	MODULAR MAGNETIC CONTAINER SYSTEM	Utility	Pending: 9 months to first action
U.S.	14/606,556	MODULAR MAGNETIC CONTAINER SYSTEM	Utility	Pending: 9 months to first action
U.S.	14/074,721	MODULAR MAGNETIC CONTAINER SYSTEM	Design	Abandoned: 04751.0005USC1 filed to correct priority info
U.S.	29/417,203	MODULAR CONTAINER	Design	Abandoned: Request for Reconsideration Due 2/29/2016

COUNTRY	APPLICATION NO.	TITLE	Type	STATUS/NOTES
U.S.	29/499,454	MODULAR CONTAINER	Utility	Issued on 01/01/2016
WIPO	PCT/US2012/030987	MODULAR MAGNETIC CONTAINER SYSTEM	Design	Expired
U.S.	29/524,206	WALLY - Wall Mount for Modular Magnetic Container	Design	Pending: 10 months to first action
U.S.	29/524,209	BITSY - Modular Magnetic Containers	Design	Pending: 11 months to first action
U.S.	29/524,212	TWIGGY - Modular Magnetic Containers	Design	Pending: 11 months to first action
U.S.	29/524,219	STUMPY - Modular Magnetic Containers	Design	Pending: 11 months to first action
U.S.	29/524,221	BIGGY - Modular Magnetic Containers	Design	Pending: 11 months to first action
U.S.	29/537,049	HOLD – Holding Apparatus	Design	Pending: 18 months to first action
U.S.	29/537,053	HOOKS – Hanging Apparatus	Design	Pending: 11 months to first action
U.S.	29/537,055	HOOP – Hoop Apparatus	Design	Pending: 11 months to first action
U.S.	29/537,059	CADDY - Container	Design	Pending: 18 months to first action
U.S.	29/537,062	HANGER – Hanging Apparatus	Design	Pending: 10 months to first action