

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aerius International, Inc.	FORMERLY Aerius	11/23/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aerius International, Ltd.		
<b>Street Address:</b>	7500 West Lake Mead Blvd., Suite 9-310		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89128		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77205471	LOGOLENS	
<b>Serial Number:</b>	77049941	C-180	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)485-8264		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	619-405-4799		
<b>Email:</b>	sbecker4@san.rr.com		
<b>Correspondent Name:</b>	Stanley A. Becker		
<b>Address Line 1:</b>	18716 Avenida Cordillera		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92128		
<b>NAME OF SUBMITTER:</b>	Stanley A. Becker		
<b>Signature:</b>	/Stanley A. Becker/		
<b>Date:</b>	01/27/2010		
Total Attachments: 7			

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# INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY PURCHASE AGREEMENT (the "Agreement"), dated November 23, 2009, is by and between **AERIUS INTERNATIONAL, Ltd.**, a Delaware corporation (the "Buyer") and **AERIUS INTERNATIONAL, Inc.**, a Nevada corporation (the "Seller") (individually, a "Party"; collectively, the "Parties").

## RECITALS

**WHEREAS**, Seller is the sole owner of certain Intellectual Property (as defined herein);

**WHEREAS**, Buyer wishes to acquire the Intellectual Property, and all rights, title and interest thereto, owned by the Seller;

**WHEREAS**, Seller is willing, upon payment of the Purchase Price (as defined herein) and subject to the terms and conditions herein set forth, to sell the Intellectual Property to Buyer;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

## **ARTICLE 1 AGREEMENT TO PURCHASE AND SELL**

1.1 Acquisition of Intellectual Property. Subject to the terms and conditions herein set forth, and on the basis of the representations, warranties and agreements herein contained, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, any and all intellectual property of Seller, including all Patents, Patent Applications and Trademarks granted or applied for listed on Exhibit A, in any form whatsoever and wheresoever located (collectively the "Intellectual Property"), in exchange for ten million (10,000,000) shares of the Buyer's Common Stock.

1.2 Time and Place. The closing of the transactions contemplated by this Agreement shall take place at the offices of Buyer, located at 7500 W. Lake Mead Blvd., #9-310 Las Vegas, NV 89128, immediately upon the full execution of this Agreement, the satisfaction of all conditions, and the delivery of all required documents, or at such other time and place as the Parties mutually agree upon (which time and place are hereinafter referred to as the "Closing").

1.3 Transfer of Intellectual Property. At the Closing, the Seller shall deliver and transfer to the Buyer all of the Seller's rights, title and interests in the Intellectual Property. Seller shall take all actions reasonably necessary to vest all such rights in Buyer and to assist in enforcing such rights, including executing all documents necessary for the recordation of ownership.

1.4 Payment for Intellectual Property. In consideration for the Intellectual Property, the Buyer shall contemporaneously transfer 10,000,000 shares of the common stock of the Buyer to the Seller (the "Purchase Price").

**ARTICLE 2**  
**SELLER'S REPRESENTATIONS AND WARRANTIES**

2.1 Representations and Warranties of the Seller. The Seller represents and warrant to the Buyer, as of the date hereof and as of the Closing, that:

- 2.1.1 It is the sole owner of all rights, title and interests in the Intellectual Property, and that such rights are subsisting and are not invalid or unenforceable in whole or in part, and are free and clear of all encumbrances or licenses for use;
- 2.1.2 None of the Intellectual Property is the subject of any pending adverse claim, or the subject of any threatened claim of infringement;
- 2.1.3 It has not received any notice contesting the Seller's right to use, or asserting infringement with respect to, any of the Intellectual Property;
- 2.1.4 The use of the Intellectual Property does not infringe upon any intellectual property rights of another Person;
- 2.1.5 Seller has not granted any license with respect to any of the Intellectual Property; and
- 2.1.6 The Seller has full power and authority to grant all of the rights, title and interests herein contained in this Agreement.

2.2 Disclosure. No representation or warranty made by the Seller in this Agreement, nor any document, written information, statement, financial statement, certificate, or exhibit prepared and furnished or to be prepared and furnished by the Seller or their representatives pursuant hereto or in connection with the transactions contemplated hereby, when taken together, contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements or facts contained herein or therein not misleading in light of the circumstances under which they were furnished, to the best of Sellers' knowledge and belief.

2.3 Reliance. The foregoing representations and warranties are made by the Seller with the knowledge and expectation that the Buyer is placing reliance thereon.

**ARTICLE 3**  
**CONDITIONS PRECEDENT**

3.1 Conditions to Seller's Obligations. The obligations of Seller shall be subject to the satisfaction prior to or at the Closing of the following condition unless waived by Seller:

3.1.1 Purchase Price. The Purchase Price shall have been delivered as required by Section 1.4.

3.2 Conditions to Buyer's Obligations. The obligations of Buyer shall be subject to the satisfaction prior to or at the Closing of the following conditions unless waived by Buyer:

3.2.2 Representations and Warranties of Seller. The representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing as though made on and as of the Closing, except: (i) as otherwise contemplated by this Agreement; or (ii) in respects that do not have a Material Adverse Effect (as defined below) on the Parties or on the benefits of the transactions provided for in this Agreement. For purposes of this Agreement, the term “Material Adverse Effect” means any change or effect that, individually or when taken together with all other such changes or effects which have occurred prior to the date of determination of the occurrence of the Material Adverse Effect, is or is reasonably likely to be materially adverse to the business, assets (including intangible assets), financial condition, or results of operations of the entity.

## **ARTICLE 4 INDEMNIFICATION**

### 4.1 Seller’s Indemnity Obligations.

(a) Upon receipt of notice thereof, Seller shall indemnify, defend, and hold harmless Buyer from any and all claims, demands, liabilities, damages, deficiencies, losses, obligations, costs and expenses, including attorney fees and any costs of investigation that Buyer shall incur or suffer, that arise, result from or relate to any breach of, or failure by Seller to perform, any of their representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by Seller under this Agreement.

(b) Buyer shall notify promptly Seller of the existence of any claim, demand, or other matter to which Seller’s indemnification obligations would apply, and shall give them a reasonable opportunity to defend the same at their own expense and with counsel of their own selection, provided that Seller shall at all times also have the right to fully participate in the defense. If Seller, within a reasonable time after this notice, fails to defend, Buyer shall have the right, but not the obligation, to undertake the defense of, and, with the written consent of Seller, to compromise or settle the claim or other matter on behalf, for the account, and at the risk, of Seller.

### 4.2 Buyer’s Indemnity Obligations.

(a) Upon receipt of notice thereof, Buyer shall indemnify, defend, and hold harmless Seller from any and all claims, demands, liabilities, damages, deficiencies, losses, obligations, costs, and expenses, including attorney fees and any costs of investigation that Seller shall incur or suffer, that arise, result from or relate to any breach of, or failure by Buyer to perform any of its representations, warranties, covenants, or agreements in this Agreement or in any schedule, certificate, exhibit, or other instrument furnished or to be furnished by Buyer under this Agreement.

(b) Seller shall notify promptly Buyer of the existence of any claim, demand or other matter to which Buyer’s indemnification obligations would apply, and shall give it a reasonable opportunity to defend the same at its own expense and with counsel of its own selection, provided that Seller shall at all times also have the right to fully participate in the

defense. If Buyer, within a reasonable time after this notice, fails to defend, Seller shall have the right, but not the obligation, to undertake the defense of, and, with the written consent of Buyer, to compromise or settle the claim or other matter on behalf, for the account, and at the risk, of Buyer.

## **ARTICLE 5 DEFAULT, AMENDMENT AND WAIVER**

5.1 Default. Upon a breach or default under this Agreement by any of the Parties (following the cure period provided herein), the non-defaulting Party shall have all rights and remedies given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. Notwithstanding the foregoing, in the event of a breach or default by any Party hereto in the observance or in the timely performance of any of its obligations hereunder which is not waived by the non-defaulting Party, such defaulting Party shall have the right to cure such default within 15 days after receipt of notice in writing of such breach or default.

5.2 Waiver and Amendment. Any term, provision, covenant, representation, warranty, or condition of this Agreement may be waived, but only by a written instrument signed by the Party entitled to the benefits thereof. The failure or delay of any Party at any time or times to require performance of any provision hereof or to exercise its rights with respect to any provision hereof shall in no manner operate as a waiver of or affect such Party's right at a later time to enforce the same. No waiver by any Party of any condition, or of the breach of any term, provision, covenant, representation, or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of the breach of any other term, provision, covenant, representation, or warranty. No modification or amendment of this Agreement shall be valid and binding unless it be in writing and signed by all Parties hereto.

## **ARTICLE 6 MISCELLANEOUS**

6.1 Expenses. Whether or not the transactions contemplated hereby are consummated, each of the Parties hereto shall bear all taxes of any nature (including, without limitation, income, franchise, transfer, and sales taxes) and all fees and expenses relating to or arising from its compliance with the various provisions of this Agreement and such Party's covenants to be performed hereunder, and except as otherwise specifically provided for herein, each of the Parties hereto agrees to pay all of its own expenses (including, without limitation, attorneys and accountants' fees, and printing expenses) incurred in connection with this Agreement, the transactions contemplated hereby, the negotiations leading to the same and the preparations made for carrying the same into effect, and all such taxes, fees, and expenses of the Parties hereto shall be paid prior to Closing.

6.2 Notices. Any notice, request, instruction, or other document required by the terms of this Agreement, or deemed by any of the Parties hereto to be desirable, to be given to any other Party hereto shall be in writing and shall be given by personal delivery, overnight delivery, mailed by registered or certified mail, postage prepaid, with return receipt requested, or sent by facsimile transmission to the addresses of the Parties as follows:



6.6 Remedies Cumulative. No remedy herein conferred upon the Parties is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

6.7 Choice of Law. This Agreement and the rights of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Nevada including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws.

6.8 Jurisdiction. The Parties submit to the jurisdiction of the Courts of the County of Clark, State of Nevada or a Federal Court empaneled in the State of Nevada for the resolution of all legal disputes arising under the terms of this Agreement.

6.9 Attorneys' Fees. In the event any Party hereto shall commence legal proceedings against the other to enforce the terms hereof, or to declare rights hereunder, as the result of a breach of any covenant or condition of this Agreement, the prevailing Party in any such proceeding shall be entitled to recover from the losing Party its costs of suit, including reasonable attorneys' fees, as may be fixed by the court.


6.10 Binding Effect and Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, legal representatives, and assigns.

6.11 Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that facsimile signatures of this Agreement shall be deemed a valid and binding execution of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement, as of the date first written hereinabove.

**BUYER**

**AERIUS INTERNATIONAL, Ltd.**  
A Delaware corporation

By:   
Its: Vice President

**SELLER**

**AERIUS INTERNATIONAL, Inc .**  
a Nevada Corporation

By:   
Its: President



Exhibit A

Patent # 6,639,564 Device and Method of Use for Reducing Hearing Aid RF Interference

Patent # 7,230,574 B2 Oriented PIFA-Type Device and Method of Use for Reducing RF Interference.

Patent Application # 29/207,338 Filed June 10, 2004 Entitled Antenna For Mobile Telephones

Patent Application # 60/968.175 Filed August 27, 2007 Entitled Provisional

Word Mark C-180 Serial # 77049941

Word Mark LOGOLENS Serial # 77205471