

:FILLTECH USA COMPANY:1025 EXECUTIVE BLVD., STE: 112

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/09/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of interest and the goodwill of trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dennis R Jones		02/01/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	FillTech USA, LLC		
Street Address:	1025 Executive Blvd., Ste: 112		
City:	Chesapeake		
State/Country:	VIRGINIA		
Postal Code:	23320		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES, Virginia		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77925068	LIP FLICKERS	
CORRESPONDENCE DATA			
Fax Number:	(757)549-2753		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7574384774		
Email:	evan@creativeinc.biz		
Correspondent Name:	FillTech USA		
Address Line 1:	1025 Executive Blvd., Ste: 112		
Address Line 4:	Chesapeake, VIRGINIA 23320		
NAME OF SUBMITTER:	Dennis R. Jones		
Signature:	/Dennis R. Jones/		
Date:	07/09/2010		
Total Attachments: 1 source=Lip_Flickers_Assignment_7910#page1.tif			

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Agreement") is made and is effective this 1st day of February, 2010, between Dennis R. Jones ("Assignor") and Filltech USA, LLC, a Virginia Limited Liability Company ("Assignee").

WHEREAS, Assignor filed an application with the United State Patent and Trademark office for registration of the mark "Lip Flickers", on February 1, 2010 (the "Mark"), and was assigned the serial number 77/925068.

WHEREAS, Assignor wishes to assign all of his interests in the Mark, including any associated value and/or liabilities associated with the Mark, to Assignee.

WHEREAS, Assignee wishes to assume all of Assignor's interests in the Mark, including any associated value and/or liabilities associated with the Mark.

NOW THEREFORE, the Parties agree as follows:

1. Assignor hereby does transfer and assign unto Assignee, and Assignee hereby does accept, all of Assignor's title, interests, rights and obligations in the Mark.
2. This Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and their respective successors and assigns.
3. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to conflicts of law principles.
4. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior or contemporaneous, agreements, representations, and understandings.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement effective as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Dennis R. Jones

Filltech USA, LLC
a Virginia Limited Liability Company

By: *Dennis R Jones*
Title: CEO

By: *Patricia A. Jones*
Title: President