

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eye Response Technologies, Inc.		01/04/2010	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Gazescan Solutions, LLC		
Street Address:	310 East Main Street		
Internal Address:	Suite 220		
City:	Charlottesville		
State/Country:	VIRGINIA		
Postal Code:	22902		
Entity Type:	LIMITED LIABILITY COMPANY: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2900925	GAZETRACKER	
CORRESPONDENCE DATA			
Fax Number:	(704)805-5069		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-343-2042		
Email:	jhunter@mcguirewoods.com		
Correspondent Name:	Jayne Conway Hunter		
Address Line 1:	201 North Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2058284.0001 EYETELLECT		
NAME OF SUBMITTER:	Jayne Conway Hunter		
Signature:	/Jayne Conway Hunter/		
Date:	07/27/2010		

OP \$40.00 2900925

Total Attachments: 4

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TRADEMARK AND TRADE NAME ASSIGNMENT

THIS TRADEMARK AND TRADE NAME ASSIGNMENT (this "Assignment"), is executed as of January 4, 2010 (the "Effective Date"), between EYE RESPONSE TECHNOLOGIES, INC., a Virginia corporation ("Assignor"), and GAZESCAN SOLUTIONS, LLC, a Virginia limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain License Agreement, dated as of January 4, 2010, by and between Assignor and Assignee (the "License Agreement").

WHEREAS, Assignor and Assignee are parties to the License Agreement, pursuant to which Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignors' rights, title and interests in and to the "GAZETRACKER" trademark (the "Assigned Mark");

WHEREAS, Assignor is the owner of the entire right, title, interest in and to the Assigned Mark, which is to be assigned to Assignee pursuant to the License Agreement; and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's worldwide rights, titles and interest in, to and under the Assigned Mark.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, its successors and assigns, all of Assignor's worldwide rights, title and interests in, to and under the Assigned Mark, including without limitation, (i) any common law rights in and to such Assigned Mark, (ii) statutory rights and registrations in and to the Assigned Mark, if any, whether filed with the Commissioner of Patents and Trademarks of the United States of America or any other agencies or authorities, governmental or otherwise, for the filing and/or registration of trademarks, trade names, service marks, and/or other intellectual property, (iii) all goodwill associated with the Assigned Mark, and (iv) any and all income royalties, or payments due or payable as of the Effective Date or thereafter, including, without limitation, the right to sue for and collect damages and other recoveries for past, present and future infringement of such Assigned Mark and the right to prosecute and maintain trademark applications and registrations for such Assigned Mark.

2. Assignor authorizes Assignee to file trademark applications in any or all countries for any or all of the Assigned Mark in the name of Assignee or otherwise as Assignee may deem advisable.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities,

governmental or otherwise, to issue or transfer the Assigned Mark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. The terms and provisions of this Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

5. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which the Assigned Mark is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or their agents, affiliates or attorneys, Assignor shall, at Assignee's sole cost and expense, execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

6. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law doctrines.

7. This Assignment, together with the License Agreement, constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior written and oral understandings between the parties. This Assignment, including the provisions of this paragraph, may not be modified or amended except in a writing signed by a duly authorized representative of each party.

8. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page to Follow]

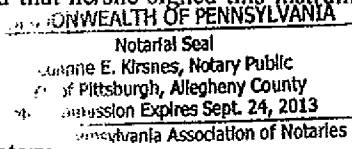
IN WITNESS WHEREOF, the parties hereto have caused this Trademark and Trade Name Assignment to be duly executed and delivered as of the date first set forth above.

ASSIGNOR: **EYE RESPONSE TECHNOLOGIES, INC., a Virginia corporation**

By: [Signature]
Name: Edward L. Donnelly, Jr.
Title: Chief Executive Officer

State or Province of Pennsylvania, County of Allegheny

On this 4 day of January, 2010 before me, the undersigned, a Notary Public in and for said County and State, appeared Edward Donnelly known to me, (or proved to me on the basis of satisfactory evidence) to be CEO of Eye response Technologies, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Eye Response Technologies, Inc.



Seal of the Notary

Given under my hand and seal of office,
[Signature]
Notary Public in and for said County and State
My Commission Expires: Sept 24 2013

ASSIGNEE: **GAZESCAN SOLUTIONS, LLC, a Virginia limited liability company**

By: _____
Name:
Title:

State or Province of _____, County of _____

On this ___ day of _____, 2010 before me, the undersigned, a Notary Public in and for said County and State, appeared _____, known to me, (or proved to me on the basis of satisfactory evidence) to be _____ of GazeScan Solutions, LLC, who acknowledged that he/she signed this instrument as a free act on behalf of GazeScan Solutions, LLC.

Given under my hand and seal of office,

Seal of the Notary

Notary Public in and for said County and State
My Commission Expires: _____

