

**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>
Gemvision, Inc.		01/05/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gemvision Corporation, L.L.C.		
<b>Street Address:</b>	706 E. River Dr.		
<b>City:</b>	Davenport		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	52803		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3158167	MATRIX 3D JEWELRY DESIGN SOFTWARE	
<b>Registration Number:</b>	3866241	REVO	
<b>Registration Number:</b>	1919461	GEMVISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(563)823-4637		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	5634410207		
<b>Email:</b>	jay@hamiltoniplaw.com		
<b>Correspondent Name:</b>	Hamilton IP Law, PC		
<b>Address Line 1:</b>	331 W. 3rd St.		
<b>Address Line 2:</b>	NVC SUITE 120		
<b>Address Line 4:</b>	Davenport, IOWA 52801		
<b>ATTORNEY DOCKET NUMBER:</b>	GEMVISION		
<b>NAME OF SUBMITTER:</b>	Jay R. Hamilton		

OP \$90.00 3158167

**900180545**

**TRADEMARK  
 REEL: 004447 FRAME: 0511**

Signature:	/jayrhamilton50644/
Date:	01/05/2011
Total Attachments: 12 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif source=TM Assignment#page6.tif source=TM Assignment#page7.tif source=TM Assignment#page8.tif source=TM Assignment#page9.tif source=TM Assignment#page10.tif source=TM Assignment#page11.tif source=TM Assignment#page12.tif	

## TRADEMARK ASSIGNMENT

ASSIGNORS: Gemvision Corporation, Inc.  
ASSIGNEE: Gemvision Corporation, L.L.C.

Item	Serial Number	Reg. Number	Word Mark
1	78754906	3158167	MATRIX 3D JEWELRY DESIGN SOFTWARE
2	77296811	3866241	REVO
3	74571928	1919461	GEMVISION

### EXHIBIT 1: TRADEMARKS

Assignee, Gemvision Corporation, L.L.C. is a Delaware limited liability company formed under Delaware law having a principal place of business at 706 E. River Drive Davenport, Iowa 52803 and is desirous of acquiring the trademarks listed in EXHIBIT 1: TRADEMARKS.

Assignor, Gemvision, Inc. an Iowa company formed under Iowa law and a having a principal place of business at 706 E. River Drive Davenport, Iowa 52803 was the owner of the aforementioned trademarks and pending trademark applications or registrations listed in EXHIBIT 1: TRADEMARKS.

In consideration of one dollar (\$1.00) and other good and valuable consideration, including the duties and obligations as found in the Asset Purchase Agreement executed by the parties on or around December 23, 2008, with an effective date of January 1, 2009, (Exhibit B) Assignor hereby assigns to Assignee all right, title and interest in and to said trademark and said registration therefore, together with the goodwill of the business symbolized by said trademark, and the application for registration of said trademark.

Represented and Authorized by:

  
Jeff High, Owner & President  
Gemvision Corporation, Inc.

01/05/2010

EXHIBIT B

**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**GEMVISION CORPORATION, L.L.C. (BUYER)**

**AND**

**GEMVISION CORPORATION,**  
**GEMVISION EUROPE LIMITED,**  
**JEFFREY L. HIGH, and**  
**DIANN HIGH (SELLERS)**

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into to be effective as of January 1, 2009 (the "Effective Time"), , by and between **GEMVISION CORPORATION, L.L.C.**, a Delaware limited liability company (the "Buyer"), and **GEMVISION CORPORATION, , GEMVISION EUROPE LIMITED**, a private limited company registered in England, **JEFFREY L. HIGH**, and **DIANN HIGH**. Gemvision Corporation, Gemvision Europe Limited, Jeffrey L. High and Diann High are collectively referred to herein as "Sellers. Gemvision Corporation and Gemvision Europe Limited are collectively referred to herein as "Gemvision - Iowa." Jeffrey L. High is sometimes referred to herein as "J. High." Diann High is sometimes referred to herein as "D. High." Gemvision - Iowa as used hereafter shall mean and include, individually and collectively, Gemvision Corporation, an Iowa corporation, and Gemvision Europe Limited, an English private limited company.

### RECITALS

A. J. High and D. High own all of the stock of Gemvision Corporation, an Iowa corporation, and Gemvision Europe Limited.

B. Gemvision - Iowa is the owner of all of the assets which are the subject of this Agreement.

C. Subject to the terms and conditions of this Agreement, the Buyer desires to purchase, and Sellers desire to sell, all of the assets, properties and rights which are the subject of this Agreement (collectively the "Acquired Assets").

Now, therefore, in consideration of the premises and the mutual covenants, representations, warranties and agreements contained herein, the parties agree as follows:

## **ARTICLE I - PURCHASE AND SALE**

1.1 **Purchase and Sale of Assets**: Subject to the terms and conditions contained in this Agreement, Sellers hereby agree to sell, transfer, convey and assign to Buyer, and Buyer hereby agrees to purchase and acquire from Sellers, effective as of the effective time, free and clear of all liens and security interests of every kind, all right, title and interest in and to the Acquired Assets defined as follows:

- (a) All of Sellers' rights and interests in the assets listed on Exhibit 1.1(a);
- (a) All of Sellers' rights and interest in and to the software and related technology described on Exhibit 1.1(b), to include the Design Software as hereafter defined, including all rights and interests in and to any and all Derivative Works and other rights described hereafter in Section 1.5;
- (c) All of Sellers' rights and interests in and under the contracts, leases and agreements that are described on Exhibit 1.1(c) (collectively the "Assigned Contracts");
- (d) All of Sellers' goodwill in the business of Gemvision-Iowa.

1.2 **Intellectual Property Rights**: To the extent not specifically identified herein, it is the intent of Sellers to sell, and Buyer hereby purchases, all of the Sellers' Intellectual Property Rights as it relates to the business operations of Gemvision - Iowa. Said Intellectual Property shall include, but is not limited to, any and all intellectual property rights arising out of or related to the software technology listed on Exhibit 1.1(b).

1.3 **Design Software**: For purposes of this Agreement, the term "Design Software" shall mean all software programs and modules as listed on Exhibit 1.1(b), and shall include, but shall

not be limited to, all source-codes, object-codes, flow charts, logic diagrams, program notes, tool kits, interfaces, screens, reports generated, logarithms, engineering, know-how, specifications, routines, in all languages (whether human or computer), and media, whether now existing or subsequently developed.

1.4 **Exclusive Ownership and Use Rights**: As part of the Acquired Assets, Sellers hereby sell, grant, convey and assign to Buyer, exclusively for and throughout the world, in and for all languages (including but not limited to computer and human languages, whether now existing or subsequently developed), all of Sellers' rights, titles and interests in the Intellectual Property transferred pursuant to this Agreement, including but not limited to all rights of the Sellers under all United States, federal or state or other "Governmental Authority," intellectual property and other laws, as well as all rights of the Sellers as the author or inventor under the laws of any governmental authority. The foregoing transfer of rights by Sellers to Buyer is all inclusive and without reservation of any right, title, interest or use, whether now existing or subsequently arising.

1.5 **Grant of Derivative Works**: Sellers acknowledge, represent and warrant that Gemvision - Iowa has, and intends to transfer, the sole right throughout the world and in all languages (human or computer, whether now or subsequently developed):

- (a) To prepare derivative works based on the Design Software (the "Derivative Works");
- (b) To reproduce, distribute, copy or display the company software and Derivative Works, and all versions thereof;
- (c) To sell or transfer ownership to, and to rent, lease, lend or license the company software and Derivative Works;

- (d) To exploit through any and all means available the company software and Derivative Works and all versions thereof;
- (e) To authorize and/or assist others to do any and all of the aforesaid;
- (f) To utilize the assigned contracts, company software and Derivative Works in combination with any other works, and as part of any collective works, or to do so in any and all forms or media, including but not limited to magnetic tapes, hard and floppy discs, compact discs, or digital technology and such solid state forms as exist from time to time, including but not limited to fiber optics, satellite transmissions, ROM chips, and printed circuitry.

Sellers hereby represent, warrant and acknowledge that Gemvision - Iowa has the sole and exclusive right to do any and all of the foregoing by all means and via any and all media now or subsequently existing, including, but not limited to, all computers, peripheral equipment, dedicated machines, and other hardware devices and all print media, including books and magazines, motion pictures, radio, videotapes, compact discs and all broadcast and cable data wire, and/or optic fiber transmission systems and networks, whether now existing or subsequently developed.

1.6 **Grant of Exclusive Rights to Trademarks and Service Marks:** The Acquired Assets shall include, and Sellers hereby sell, grant, convey, transfer, alienate and assign exclusively to Buyer, throughout the world and in any and all languages (human or computer), and media, whether now existing or subsequently developed, all of Sellers' right, titles, interest (legal, industrial, commercial, equitable, use, as an author and otherwise) in and to any all:

- (a) Trademarks and service marks which concern the business of Gemvision - Iowa, or any of the assets transferred, whether or not registered, all applications for the same and the right to obtain registered trademarks, service marks or other marks concerning the assets sold herein in or under the laws of any governmental authority, including but not limited to the names Gemvision, Gemvision Europe, GVEUROPE, Matrix 3D Design



Software, Revo Milling Systems, Perfactory3, XGA System, Gemvision Design Studio, ClayTrix Software, Image Dome, V-Ray, or any marks associated therewith, or any other names or marks used or associated with the business of Gemvision - Iowa, as well as any derivation or graphic depiction of any of the foregoing;

- (b) Rights to record the transfers made under this Agreement in the United States Patent or Trademark Office, or in any other Governmental Authority Office throughout the world;
- (c) Rights to sue for and collect damages predicated or past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown.

The Sellers shall not utilize any such marks, names, or titles, or any variations of the same for any products, technology or services of any nature, shall not authorize and does not have any right to authorize any third party to do so, and shall not incorporate any such marks, names or titles or any marks, names or titles similar thereto in any of Sellers' names.

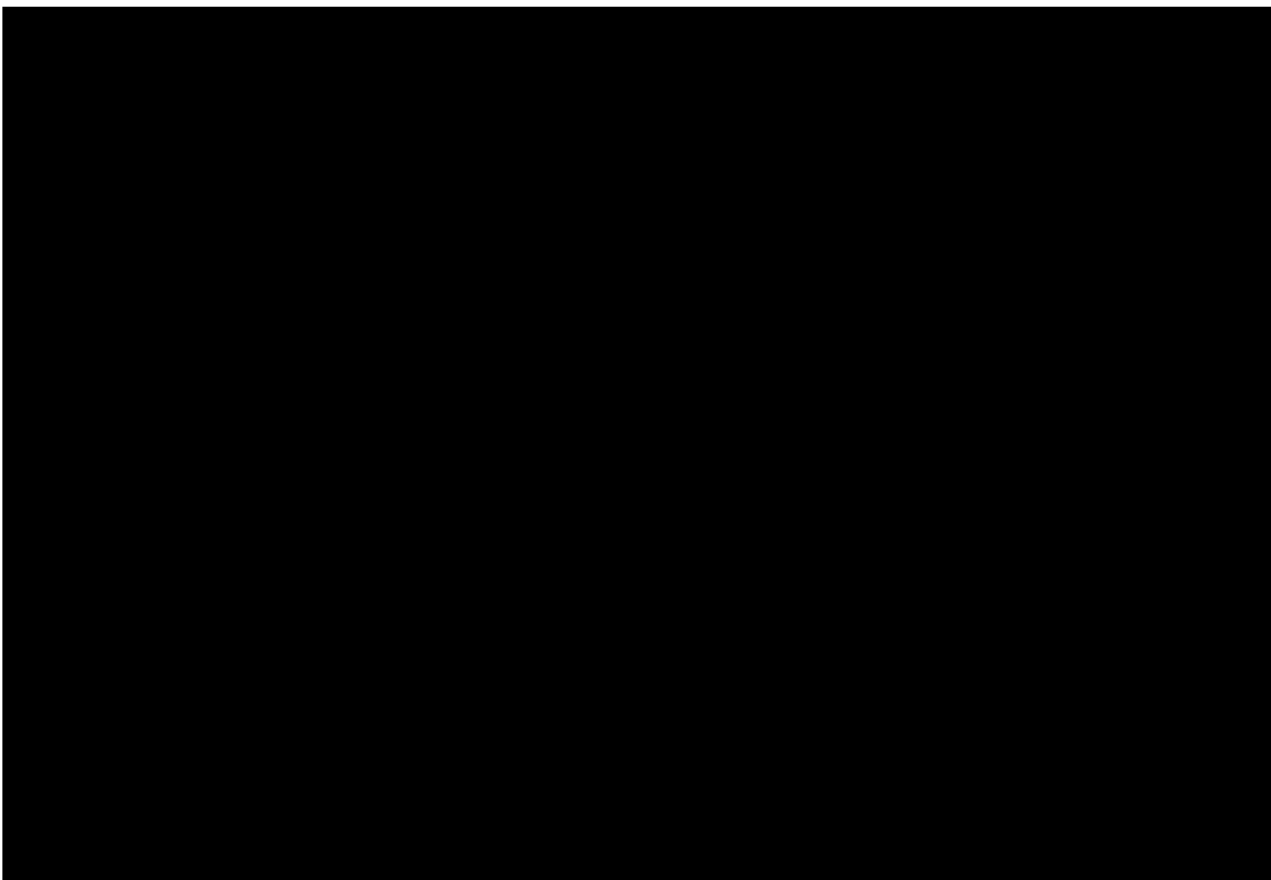
**1.7 Grant of Exclusive Rights to Copyrights and Patents:** The Acquired Assets shall include, and the Sellers hereby sell, grant, convey, transfer, alienate and assign exclusively to Buyer, for and throughout the world, in any and all languages (human or computer) and media, whether now existing or subsequently developed, all of Sellers' rights, titles and interests (legal, industrial, commercial, equitable, use, as an author or inventor or otherwise) in and to any and all:

- (a) Copyrights and/or patents of any type or nature relating to the Assets sold herein, whether or not registered, all applications for the same, and the right to register for the same in Buyer's name or in any other name in or with any governmental authority;

- (b) All discoveries, improvements, and/or inventions conceived or first reduced to practice (as that phrase is used in practice before the United States Patent or Trademark Office) during the operation of the business of Gemvision - Iowa;
- (c) Rights to record the transfers made under this Agreement in the United States Patent, Trademark and/or Copyright Office and in any other public offices of any governmental authorities throughout the world;
- (d) Rights to sue for and collect damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown.

1.8 **Website and Related Materials**: The Acquired Assets shall further include, and the Sellers hereby sell, grant, convey, transfer, alienate and assign exclusively to Buyer, all of Sellers' right, title, and interest in and to the website, [www.Gemvision.com](http://www.Gemvision.com), including, without limitation, any and all common law rights to the domain name "Gemvision.com" throughout the world, and any and all claims and demands Sellers may have either at law or in equity arising out of any past infringements and uses of said domain name. The Acquired Assets shall further include all email addresses and all materials associated with the "Gemvision.com" website, including information, data, documents (e.g. white papers, press releases, data sheets, communications, downloads, files, texts, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, source code programs and products associated with the website [www.Gemvision.com](http://www.Gemvision.com). The Acquired Assets shall further include any and all other rights claimed by or flowing to Sellers arising out of the "Gemvision.com" website, including any and all rights claimed pursuant to the terms of use found on said website.

1.9 **No Retained Rights**: The Sellers' sale and assignment of the Acquired Assets under this Agreement constitutes a complete, absolute and exclusive transfer of all such rights (legal, industrial, commercial, equitable, use as an author or inventor, or otherwise) in the Acquired Assets, whether currently existing or arising in the future, except for rights flowing from the Commission Agreement hereafter described. Sellers do not reserve or retain any right, title or interest in any Intellectual Property Right related to the Acquired Assets transferred pursuant to this Agreement, any component of any such Intellectual Property Right, or any trade secrets which concern any Intellectual Property Rights. Sellers represent, warrant, acknowledge and agree that all the Intellectual Property Rights described hereinabove constitute the sole, exclusive and confidential property of Buyer, and that no other party has any rights thereto.



8.16 **Entire Agreement:** This Agreement, including the attached Exhibits and documents and instruments referred to herein, constitute the entire Agreement between the parties with respect to the subject matter contained in this Agreement and supersede all prior agreements and undertakings between the parties with respect to transactions contemplated hereby.

8.17 **Severability:** If any term, provision, covenant, agreement or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, agreements and restrictions of this Agreement will continue in full force and effect, and will in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have signed this Agreement on the 13<sup>rd</sup> day of December, 2008.

WITNESSES:

Hector Lareau  
Printed Name Hector Lareau

James B. Burt  
Printed Name JAMES B. BURT

Jeffrey L. High  
JEFFREY L. HIGH  
Diann High  
DIANN HIGH

GEMVISION CORPORATION

BY: Jeffrey L. High  
JEFFREY L. HIGH

BY: Diann High  
DIANN HIGH

GEMVISION  
EUROPE LIMITED

BY: [Signature]  
JEFFREY E. HIGH

BY: [Signature]  
DIANN HIGH

IN WITNESS WHEREOF, the parties have signed this Agreement on the 13<sup>th</sup>  
day of 11, 2008.

WITNESSES:

GEMVISION CORPORATION, L.L.C.

\_\_\_\_\_  
Printed Name \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed Name \_\_\_\_\_

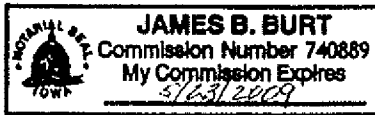
THUS DONE AND PASSED in Davenport, Iowa, on this 23<sup>rd</sup> day of December, 2008, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]  
Printed Name Rector Laveau

[Signature]  
JEFFREY L. HIGH

[Signature]  
Printed Name Randy Hingtgen



[Signature]  
NOTARY PUBLIC  
Printed Name JAMES B. BURT  
I.D. Number 740889

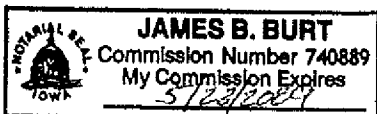
THUS DONE AND PASSED in Davenport, Iowa, on this 23<sup>rd</sup> day of December, 2008, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]  
Printed Name Rector Laveau

[Signature]  
DIANN HIGH

[Signature]  
Printed Name Randy Hingtgen



[Signature]  
NOTARY PUBLIC  
Printed Name JAMES B. BURT  
I.D. Number 740889