

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		LICENSE	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
CEMEX, S.A.B. de C.V.		FORMERLY CEMEX, S.A. de C.V.	08/18/2003
			Entity Type
			CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:		NEORIS USA, Inc.	
Street Address:		703 Waterford Way, Suite 700	
City:		Miami	
State/Country:		FLORIDA	
Postal Code:		33126	
Entity Type:		CORPORATION: FLORIDA	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2902617	NEORIS	
Registration Number:	2975635	PRACTICAL VISIONARIES	
CORRESPONDENCE DATA			
Fax Number:		(212)588-0500	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		(212) 588-0800	
Email:		salli-rampersad@flhlaw.com	
Correspondent Name:		FROMMER LAWRENCE & HAUG LLP	
Address Line 1:		745 Fifth Avenue	
Address Line 4:		New York, NEW YORK 10151	
ATTORNEY DOCKET NUMBER:		120431-8074, 8092	
NAME OF SUBMITTER:		A. Thomas S. Safford	
Signature:		/ATSS/	

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 REEL: 004490 FRAME: 0222

Date:

03/02/2011

Total Attachments: 5

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LICENSE AGREEMENT

This Agreement made this 18 day of August 2003, by and between CEMEX, S.A. DE C.V., a Mexican corporation, having its office at Av. Ricardo Margain Zozaya, #325, San Pedro Garza Garcia, N.L., 66265, Mexico (hereinafter referred to as CEMEX); and NEORIS USA, Inc. a Florida corporation, having its principal place of business at 703 Waterford Way, Suite 700, Miami, Florida, USA (hereinafter referred to as NEORIS).

WHEREAS, CEMEX is the owner of the registered trademark NEORIS and of the respective U.S. trademark registration number 76/217,304 in classes 9, 35, 36, 37, 38, 41 and 42 issued on February 28, 2004 and of the trademark PRACTICAL VISIONARIES and of the respective pending U.S. trademark application number 78,235,908 in classes 9, 35, 36, 37, 38, 41 and 42, filed on April 9, 2003.

NOW THEREFORE, THE parties hereto agree as follows:

1. Definitions

- 1.1 Business Day means each day other than Saturday, Sunday and any day on which commercial banks in the City of New York are authorized or required to be closed for ordinary banking business.
- 1.2 Calendar Year means a twelve month period ending on midnight December 31st.
- 1.3 Infringement means the unauthorized use of a protected trademark or other intellectual property.
- 1.4 Person means an individual, trust, estate, partnership, association, company or corporation.
- 1.5 Third Party means any individual, association, corporation, partnership, trust, estate, or any other legal entity or institution that is not a member of the Cemex worldwide corporate group.
- 1.6 United States means the fifty states and the District of Columbia.

2. Extended Meanings

In this Agreement, except where the context otherwise requires:

- 2.1 Words importing the singular number only shall include the plural number and vice versa;
- 2.2 The Words:

2.2.1 "may" shall be construed as permissive; and

2.2.2 "shall" shall be construed as imperative.

2.3 Reference to writing shall include typewriting, printing, lithography, photography and other modes of representing or reproducing works in a legible and non-transitory form.

3. Granting of License

3.1 CEMEX hereby grants a non-exclusive and free of payment license to NEORIS for the use of the above-mentioned trademarks in the United States.

3.2 Either party may cancel this license on two (2) months prior written notice.

3.3 It is expressly agreed between the Parties that CEMEX retains full ownership of the trademarks NEORIS and PRACTICAL VISIONARIES and of the respective U.S. trademark registration and application numbers 76/217.304 and 78,235,908.

3.4 NEORIS agrees to maintain a quality of services provide under the mentioned trademarks commensurate with the business positions of the parties involved.

3.5 CEMEX reserves the right to inspect the quality of the services provided under the trademarks to insure that the quality is as above required.

3.6 NEORIS shall not have the right to sublicense the above-mentioned trademarks to its own subsidiaries.

3.7 This license shall be effective as of 18 day of August 2003.

4. Law and Jurisdiction

4.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

4.2 Any suit, action or proceeding with respect to this Agreement or any judgment entered by any court with respect thereof may be brought before the Courts of the State of New York, the Federal Courts of the United States of America for the Southern District of New York and any appellate courts thereof, and each party submits to the non-

exclusive, general jurisdiction of such courts for the purposes of any such suit, action, proceeding or judgment (and waives for such purpose an other preferential jurisdiction by reason of its present or future domicile or otherwise).

4.2.1 Both parties hereby irrevocably waive any objections which it may now or hereafter have to the laying of the venue of any suit, action or proceeding in any such court, or that such action or proceeding was brought in an inconvenient forum, and agrees not to plead or claim the same.

4.3 Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. Notices

5.1 All notices, requests, demands and other communications to be made hereunder shall be made in writing and shall be deemed to have been duly given if delivered or mailed by registered mail, or pre-paid recorded delivery, if addressed to the Parties at the following address:

If to NEORIS:

Attn: LEGAL COUNSEL
NEORIS USA
703 Waterford Way
Suite #700
Miami, FL 33126
USA

Tel.: (305) 728-6063
Fax.: (786) 388-3139

If to CEMEX, S.A. DE. C.V.:

Attn: LEGAL COUNSEL
Av. Ricardo Margain Zozaya, #325
Col. Valle del Campestre
San Pedro Garza Garcia, N.L., 66265
Mexico
Tel. : (528) 18 888-8888

Fax: (528) 18 888-4399

Or such other address as may be notified specifically for that purpose by either of the parties to the other in accordance herewith.

6. Miscellaneous

6.1 Execution in Counterparts

5.1.1 This agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

6.2 English Language

6.2.1 This Agreement has been negotiated and executed in the English language. The English language shall control and be conclusive as to the meaning of any terms and provisions hereto or thereof.

6.3 Confidentially

6.3.1 NEORIS shall not disclose any confidential information to any Person without the consent of CEMEX, other than as required by any law, rule, regulation or judicial process and as requested by any state, federal or foreign authority or examiner and vice versa.

6.6 Entire Agreement

6.6.1 This Agreement constitutes the entire agreement between CEMEX and NEORIS concerning the royalty agreement. All previous documents, undertakings, and agreements, whether verbal, written or otherwise, between the Parties

concerning this license are hereby canceled and shall not affect or modify any of the terms or obligations set forth in this Agreement, except as the same may be made part of this Agreement in accordance with its terms.

IN WITNESS WHEREOF, this agreement has been duly executed by the authorized representatives of the Parties hereto on August 18, 2003.

CEMEX, S.A. DE C.V.



By: Victor Romo
Title: Attorney-in-Fact

NEORIS USA, INC.



By: Martin Hecker
Title: CEO