

TO: JENNIFER CAMPBELL LINDSEY COMPANY: PO BOX 21117

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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900190797

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Trinity plus Three, Inc.</td> <td></td> <td>04/05/2011</td> <td>CORPORATION:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Trinity plus Three, Inc.		04/05/2011	CORPORATION:																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">LogicMark, LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">2436 W. Loop 340, Suite 2</td> </tr> <tr> <td>City:</td> <td colspan="3">Waco</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">76711</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: TEXAS</td> </tr> </table>				Name:	LogicMark, LLC			Street Address:	2436 W. Loop 340, Suite 2			City:	Waco			State/Country:	TEXAS			Postal Code:	76711			Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
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PROPERTY NUMBERS Total: 2																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3197487</td> <td>FACELOGIC</td> </tr> <tr> <td>Registration Number:</td> <td>3240521</td> <td>FACELOGIC</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	3197487	FACELOGIC	Registration Number:	3240521	FACELOGIC															
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CORRESPONDENCE DATA																											
<p>Fax Number: (254)776-3591 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 2547765500 Email: lindsey@thetexasfirm.com Correspondent Name: Jennifer Campbell Lindsey Address Line 1: PO Box 21117 Address Line 4: Waco, TEXAS 76702</p>																											
NAME OF SUBMITTER:	Jennifer Campbell Lindsey																										
Signature:	/jcl/																										
Date:	05/03/2011																										
<p>Total Attachments: 4 source=Executed Assignment and Assumption Agmt#page1.tif source=Executed Assignment and Assumption Agmt#page2.tif source=Executed Assignment and Assumption Agmt#page3.tif source=Executed Assignment and Assumption Agmt#page4.tif</p>																											

OP \$66.00 3197487

TO: JENNIFER CAMPBELL LINDSEY COMPANY: PO BOX 21117

**ASSIGNMENT AND ASSUMPTION OF
BUSINESS INTELLECTUAL PROPERTY AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF BUSINESS INTELLECTUAL PROPERTY AGREEMENT is dated as of APRIL 5TH, 2011 (this "Agreement"), by and between Trinity plus Three, Inc. doing business as Trinity + 3, Inc., a California corporation ("Seller"), and LogicMark, LLC, a Texas limited liability company ("Buyer").

RECITALS:

APRIL 5TH Seller and Buyer have entered into an Asset Purchase Agreement dated APRIL 5TH, 2011 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell, transfer and deliver, and Buyer has agreed to purchase, acquire and accept the Business Intellectual Property, including the Registered Business Intellectual Property listed on Schedule 1 hereto, upon the terms conditions set forth in the Purchase Agreement. All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENTS:

In consideration of the above recitals, the transactions contemplated by the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby sells, transfers and delivers to Buyer all right, title and interest of Seller in and to the Business Intellectual Property, free and clear of all Encumbrances.
2. Assumption. Buyer hereby purchases, acquires and accepts the Business Intellectual Property.
3. Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.
4. Further Assurances. Seller and Buyer shall execute and deliver such further instruments of sale, transfer, delivery and assumption reasonably requested by the other in order for Seller to more effectively sell, transfer and deliver to Buyer, and for Buyer to purchase, acquire and accept, all right, title and interest of Seller in and to the Business Intellectual Property.
5. Successors and Assigns; Benefit and Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of successors and permitted assigns of Buyer and Seller under the Purchase Agreement.

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6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE CHOICE OF LAW PROVISIONS OR CONFLICTS OF LAW PRINCIPLES OF SUCH STATE. VENUE OF ANY LITIGATION ARISING FROM THIS AGREEMENT SHALL BE IN MCLENNAN COUNTY, TEXAS. EACH PARTY HEREBY SUBMITS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

7. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, and a facsimile or portable document format (pdf) transmission shall be deemed to be an original signature for all purposes under this Agreement.

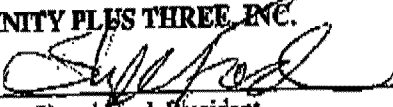
[Signatures on the following page]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption of Business Intellectual Property Agreement as of the date first above written.

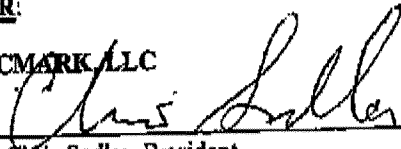
SELLER:

TRINITY PLUS THREE, INC.

By: 
Sheryl Ford, President

BUYER:

LOGICMARK LLC

By: 
Chris Sadler, President

TO: JENNIFER CAMPBELL LINDSEY COMPANY: PO BOX 21117

SCHEDULE 1

REGISTERED BUSINESS INTELLECTUAL PROPERTY

TRADEMARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS
FACELOGIC	3,197,487	January 9, 2007	035 044
FACELOGIC	3,240,521	May 8, 2007	003 005