

**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
Randy Nelson		04/23/2011	SOLE PROPRIETORSHIP: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Swisstrax, Inc.		
Street Address:	82-579 Fleming Way Unit A		
City:	Indio		
State/Country:	CALIFORNIA		
Postal Code:	92201		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3127880	SWISSTRAX	
CORRESPONDENCE DATA			
Fax Number:	(866)858-6637		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9515445248		
Email:	allan_grant@sbcglobal.net		
Correspondent Name:	Allan Grant		
Address Line 1:	17351 GREENTREE DRIVE		
Address Line 4:	RIVERSIDE, CALIFORNIA 92503		
ATTORNEY DOCKET NUMBER:	SWISSTRAX		
NAME OF SUBMITTER:	Allan Howard Grant		
Signature:	/Allan Howard Grant/		
Date:	06/10/2011		
Total Attachments: 3 source=Trademark Assignment Agreement (signed)#page1.tif source=Trademark Assignment Agreement (signed)#page2.tif source=Trademark Assignment Agreement (signed)#page3.tif			

OP \$40.00 3127880

**ASSIGNMENT OF TRADEMARKS**

THIS AGREEMENT entered April 18, 2011 between Nelson Industrial, Randy Nelson, SOLE PROPRIETORSHIP, having its principal place of business at 77-770 Country Club Drive Unit C Palm Desert CALIFORNIA 92211 (hereinafter referred to as "ASSIGNOR"), and Swisstrax, Inc. a California Corporation, having its principal place of business at 82-579 Fleming Way Unit A, Indio, CALIFORNIA 92201 (hereinafter referred to as "ASSIGNEE"). ASSIGNOR is the owner of the full and exclusive right, title and interest in, to said marks listed below under United States Patent and Trademark Office.

ASSIGNOR originally filed an intent to use application for the SWISSTRAX mark in the United States Patent and Trademark Office, Application No. 78/488903, which has now been issued as Registration No.: 3,127,880 on Registration Date August 8, 2006 and ASSIGNEE desires to obtain all rights, title, interest (including but not limited to, all registration rights with respect to the SWISSTRAX mark) and all goodwill of the business symbolized by and associated with the SWISSTRAX mark.

HEREINAFTER, SWISSTRAX mark, shall be collectively referred to as "SAID TRADEMARK".

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to the ASSIGNEE all rights, title, and interest in and to SAID TRADEMARK together with the goodwill of the business symbolized and associated with SAID TRADEMARK, all common law and statutory right, title, and interest in and to SAID TRADEMARK, all the rights in the application, registration, maintenance, renewal and protection thereof, and all the rights of recovery and legal action for past infringements and of opposition and/or cancellation proceeding for protection of SAID TRADEMARK.

ASSIGNOR hereby authorizes ASSIGNEE, to the fullest extent permitted by applicable law, to file in its own name applications for trademark and copyright registration in the U.S. and in foreign countries in connection with SAID TRADEMARK, and to secure in its own name the registrations granted thereon.

ASSIGNOR also hereby appoints ASSIGNEE to act as its agent to act in ASSIGNORS name and on ASSIGNORS behalf to take any action necessary to effect the transfer of SAID TRADEMARK to ASSIGNEE or prosecute or otherwise enforce any claims, rights, or benefits relating to SAID

## TRADEMARK.

ASSIGNOR hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademarks, to record this Assignment, and to issue or transfer all rights, title, and interest in and to SAID TRADEMARK to the ASSIGNEE as owner of full and exclusive right, title and interest in and to SAID TRADEMARK, or otherwise as the ASSIGNEE may direct, in accordance with the terms of this Assignment.

ASSIGNOR hereby represents and warrants that ASSIGNOR has the full right to convey the entire right, title and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that ASSIGNOR will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

ASSIGNOR hereby covenants and agrees that ASSIGNOR will, upon request of the ASSIGNEE, communicate to the ASSIGNEE any facts known to ASSIGNOR relating to SAID TRADEMARK and the goodwill of the business symbolized thereby, and with which the mark is associated, and the history thereof, and at ASSIGNEE's sole cost and expense testify in any legal proceeding, execute all lawful papers, and generally do all further act which may be deemed necessary by the ASSIGNEE to obtain and enforce proper trademark protection for SAID TRADEMARK and the goodwill of the business symbolized thereby, and with which the mark is associated in all countries.

ASSIGNOR further covenants and agrees that upon request, it will sign all papers and make all rightful oaths and do all acts which ASSIGNEE may consider necessary in connection with SAID TRADEMARK and the assignment herein granted to ASSIGNEE.

IN TESTIMONY WHEREOF, I have executed this document on the date indicated below.

Date: 4/27/11

(By)  \_\_\_\_\_

(Name) Randy Nelson

(Title) Nelson Industrial, Sole Proprietorship

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RiversideOn April 23rd, 2011 before me, M. Stojanovic notary public  
(Here insert name and title of the officer)personally appeared Bandy Nelson

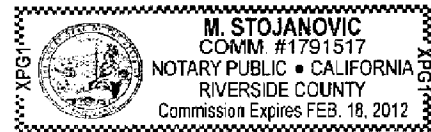
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. Stojanovic  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Assignment of Trademarks  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document