

TRADEMARK ASSIGNMENT

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 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
Eyes Online, LLC		08/03/2011	LIMITED LIABILITY COMPANY: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	API Digital Communications Group, LLC		
Street Address:	285 Dunlop Blvd. SW		
Internal Address:	Suite G		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35824		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3016495	INTEGRITY ONLINE	
Registration Number:	3130176	INTEGRITY ONLINE	
CORRESPONDENCE DATA			
Fax Number:	(256)517-5285		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	256-517-5142		
Email:	wbabcock@babco.com		
Correspondent Name:	Frank M. Caprio		
Address Line 1:	200 Clinton Avenue West		
Address Line 2:	Suite 900		
Address Line 4:	Huntsville, ALABAMA 35801		
ATTORNEY DOCKET NUMBER:	00A150-101034		
NAME OF SUBMITTER:	Frank M. Caprio		

OP \$65.00 3016495

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**TRADEMARK
 REEL: 004602 FRAME: 0318**

Signature:	/Frank M. Caprio/
Date:	08/10/2011
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, Integrity Online, Inc. (hereinafter "Integrity Online") filed for and obtained registration for the marks listed on the attached Schedule A (hereinafter the "Marks"); and

WHEREAS, Integrity Online assigned its entire interest in the Marks to Eyes Online, LLC (hereinafter "Eyes Online"), a Mississippi limited liability company, together with all rights in the marks represented by such registrations, including, without limitation, all common law trademark rights and all goodwill in the business associated therewith; and

WHEREAS, Eyes Online assigned its entire interest in the Marks to API Digital Communications Group, LLC (hereinafter "API Digital"), an Alabama limited liability company, together with all rights in the marks represented by such registrations, including without limitation, all common law trademark rights and all goodwill in the business associated therewith; and

WHEREAS, the parties wish to memorialize the prior assignment of the Marks from Integrity Online to Eyes Online, and from Eyes Online to API Digital;

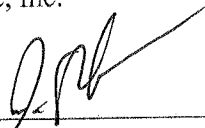
NOW THEREFORE, the parties state, agree, and acknowledge the following:

1. Integrity Online hereby states that for good and valuable consideration previously received, the receipt and sufficiency of which are hereby acknowledged, it did, prior to February 1, 2009, sell, assign, transfer and set over to Eyes Online, for its own use and enjoyment and for the use and enjoyment of its successors and assigns, Integrity Online's entire right, title and interest in the Marks, including all goodwill in the business associated therewith, the same to be held by Eyes Online as fully and entirely as the same could have been held and enjoyed by Integrity Online if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Integrity Online that took place prior to the date of transfer and the right to oppose any application to register a mark which may be confusingly similar to the Marks.
2. Eyes Online hereby states that for good and valuable consideration previously received, the receipt and sufficiency of which are hereby acknowledged, it did, as of February 1, 2009, sell, assign, transfer and set over to API Digital, for its own use and enjoyment and for the use and enjoyment of its successors and assigns, Eyes Online's entire right, title and interest in the Marks, including all goodwill in the business associated therewith, the same to be held by API Digital as fully and entirely as the same could have been held and enjoyed by Eyes Online if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Eyes Online that took place prior to the date of transfer and the right to oppose any application to register a mark which may be confusingly similar to the Marks.

The Commissioner of Patents and Trademarks is requested to make the proper notation of the foregoing assignments on the trademark records maintained by the United States Patent and Trademark Office.

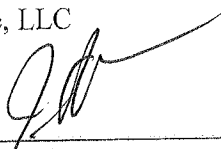
IN WITNESS WHEREOF, Integrity Online, Inc., and Eyes Online, LLC, hereby execute this Assignment as of the 3RD day of AUGUST, 2011.

Integrity Online, Inc.

By: 
J. Stacy Davidson

Its: PRESIDENT
President

Eyes Online, LLC

By: 
J. Stacy Davidson

Its: Chairman
Chairman of the Board

SCHEDULE A

REGISTRATION NO.

MARK

3,016,495

INTEGRITY ONLINE

integrity**®**online

3,130,176