

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Fit Optix, Inc.		04/24/2012	CORPORATION: WYOMING
RECEIVING PARTY DATA			
Name:	VSP Labs, Inc.		
Street Address:	3333 Quality Drive		
City:	Rancho Cordova		
State/Country:	CALIFORNIA		
Postal Code:	95670		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85443423	SMART-I	
CORRESPONDENCE DATA			
Fax Number:	6179464801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6179464842		
Email:	bosipto@seyfarth.com		
Correspondent Name:	Ilan N. Barzilay		
Address Line 1:	Seyfarth Shaw LLP		
Address Line 2:	Two Seaport Lane		
Address Line 4:	Boston, MASSACHUSETTS 02210-2028		
ATTORNEY DOCKET NUMBER:	75758-71		
NAME OF SUBMITTER:	Ilan N. Barzilay		
Signature:	/INB/		

Date:

05/21/2012

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT ("Assignment") effective the 24th day of April, 2012, made by **Pro Fit Optix, Inc.** ("Assignor"), a Wyoming corporation having a principal place of business at 7501 Esters Blvd., Suite 100, Irving, TX 76053, US to **VSP Labs, Inc.** ("Assignee"), a Delaware corporation having a principle place of business at 3333 Quality Drive, Rancho Cordova, CA 95670, US.

WHEREAS, the parties hereto have entered into that certain Technology Transfer and Development Agreement (the "Transfer Agreement") by and between Assignee and Assignor of even date herewith:

WHEREAS, the Assignor is entering into this assignment pursuant to its obligations under Section 2.2 of the Transfer Agreement:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. Definitions. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Transfer Agreement.

2. Assignment. Assignor hereby grants, transfers, assigns, sells, conveys and relinquishes exclusively to Assignee, its successors and assigns forever, the entire title, right, interest, ownership and all subsidiary rights in and to the trademarks listed on Exhibit A (the "Marks"), together with all goodwill and all registrations and applications for registration of the foregoing, and including, but not limited to, the following:

- (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to each of the Marks or the registrations thereof or such associated goodwill;
- (b) the right to secure registrations therein in Assignee's own name and to secure renewals and extension of the registrations and applications for registrations in the United States of America or any other country; and
- (c) the right to determine, in Assignee's sole discretion whether or not any registrations or applications for registration of each of the Marks shall be preserved and maintained or registered.

3. Power of Attorney. Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth in paragraph 2 hereof, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in

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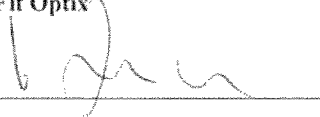
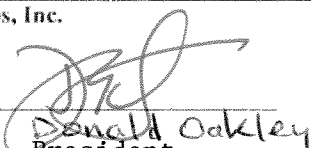
equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the each of the Marks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Marks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable. Assignor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

4. Further Assurances. Upon the request of Assignee or in case for any reason the Power of Attorney set forth in paragraph 3 hereof is insufficient to effect the assignment set forth in paragraph 2 hereof or effect any other purpose set forth in paragraph 3 hereof, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment contained in paragraph 2 hereof and the purposes set forth in paragraph 3 hereof.

5. Related Agreement. Pursuant to Section 1.28 of the Transfer Agreement, the parties hereto acknowledge and deem this to be a Related Agreement to the Transfer Agreement.

6. Incorporation by Reference of Certain Terms of the Transfer Agreement. Assignor and Assignee hereby agree that Sections 11, 21.1, 22 and 24 of the Transfer Agreement apply hereto as if set forth herein in their entirety.

*[remainder of page intentionally left blank]*

ASSIGNOR:	<b>Pro Fit Optix</b>
Date: April 24 <sup>th</sup> 2012	By: 
	Name: Rudolf Suter Title: CEO/President
ASSIGNEE:	<b>VSP Labs, Inc.</b>
Date: <u>Apr. 124, 2012</u>	By: 
	Name: <u>Donald Oakley</u> Title: VSP Labs, Inc.

WITNESS:   
DATE: April 24<sup>th</sup> 2012

Exhibit A to Trademark Assignment

MARKS

1. Smart-i (U.S. Trademark Serial No. 85443423, filed October 10, 2011)
  - (i) Such Mark, as well as the goodwill symbolized by the Mark.

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