

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
Aqua-Leisure Industries, Inc.		07/11/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Innovation First Inc.		
Street Address:	1519 Interstate 30 West		
City:	Greenville		
State/Country:	TEXAS		
Postal Code:	75402		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3321354	SMART FISH	
CORRESPONDENCE DATA			
Fax Number:	8474919801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8474919800		
Email:	chris@trademarksearch.com		
Correspondent Name:	Christopher J. Bischoff		
Address Line 1:	1650 Payne St.		
Address Line 4:	Evanston, ILLINOIS 60201		
NAME OF SUBMITTER:	Christopher J. Bischoff		
Signature:	/Christopher J. Bischoff/		
Date:	07/23/2012		
Total Attachments: 2 source=11-Jul-12 Smart Fish Assignment#page1.tif source=11-Jul-12 Smart Fish Assignment#page2.tif			

OP \$40.00 3321354

**SMART FISH
TRADEMARK TRANSFER / ASSIGNMENT**

This Transfer / Assignment Document ("Assignment"), dated and effective as of July 11, 2012 is entered between Aqua-Leisure Industries, Inc. ("Assignor"); and Innovation First, Inc. ("IFI" or "Assignee"). For valuable consideration the receipt and sufficiency of which Assignor and Assignee specifically acknowledge, outlined in more detail in attached Exhibit A, Assignor and Assignee agree as follows:

Assignor owns trademark rights in the mark SMART FISH including a United States Trademark Registration for SMART FISH (Registration No. 3,321,354) and other related intellectual property (the "Trademark") relating to toys marketed and sold under the SMART FISH Trademark. Assignor may also own other SMART FISH related intellectual property, intellectual property rights relating to the SMART FISH Products, its packaging and marketing materials, including but not limited to SMART FISH related copyrights, copyright registrations, domain names, registered design, and design rights. The Trademark and all other intellectual property and/or proprietary rights of ASSIGNOR relating to the SMART FISH Products are referred to collectively herein as the "Trademark."

Assignor hereby represents and warrants: (a) it has not previously assigned or transferred any intellectual property rights it may have relating to the Trademark; (b) it is transferring all intellectual property rights it may have in and to the Trademark, including, without limitation, the Trademark and all copyrights relating thereto to Assignee; and (c) it has not registered or sought to register, directly or indirectly, the name "SMART FISH" elsewhere in the world; and (f) Assignor has no knowledge of any third party claims or rights in and to the Trademark.

Assignor expressly disclaims: (a) any representation or warranty as to the validity of the Trademark, (b) that the Trademark has not and/or will not infringe any third party intellectual property rights, including patent, trademark, service mark, trade name, trade dress or other intellectual property right or proprietary right; and

Assignee wishes to acquire the Trademark including all of the goodwill of the business with which the Trademark is used, including any and all causes of action or claims, and the right to pursue said causes of action and claims that relate to infringement, misuse or unauthorized use of the Trademark.

1. **Grant of Rights.** Assignor grants, conveys, transfers, alienates, sells and assigns to Assignee, any and all Assignor's right, title and interest (legal, equitable, use and otherwise) in and to the Trademark, together with entire goodwill of the business symbolized thereby, including but not limited to (i) the right to record or register the assignments made under this Assignment; (ii) the right to enforce, sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Trademark, in all media (now or subsequently existing) and languages (human or computer). Assignee hereby accepts this assignment.

2. **No Retained Rights.** The parties specifically agree that Assignor is not retaining any ownership, or other right, title or interest whatsoever in the Trademark, and upon execution, this Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) whether currently existing or arising or recognized in the future to Assignee.

3. **Binding Effect.** This shall be binding upon and inure to the benefit of Assignee and Assignor as well as their respective successors. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

4. **Mutual Cooperation.** Assignor and Assignee shall cooperate fully with one another in carrying out the intent, purpose and terms of this Assignment, including providing information and executing documents provided by Assignor to assist Assignee in its efforts to protect, register, perfect, use and otherwise enforce or commercialize the rights assigned.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

ASSIGNOR: AQUA LEISURE INDUSTRIES, INC. By: <u><i>Gary J. ...</i></u> Title: <u>President</u>	ASSIGNEE: INNOVATION FIRST INC. By: <u><i>[Signature]</i></u> Title: <u>GENERAL COUNSEL</u>
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