TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PROPERTY ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FUTURE VISION HOLDINGS, INC.		01/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	EVOLUTION ROBOTICS, INC.
Street Address:	1055 E. COLORADO BLVD., SUITE 340
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91106
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3489163	MAKING EVERYDAY PRODUCTS SMARTER
Registration Number:	3165681	NORTHSTAR
Registration Number:	2914903	VSLAM
Registration Number:	2823942	EVOLUTION ROBOTICS
Registration Number:	2931318	ERSP
Registration Number:	2826036	EE EVOLUTION ROBOTICS
Registration Number:	2837030	EE EVOLUTION ROBOTICS
Registration Number:	2830606	EE EVOLUTION ROBOTICS
Registration Number:	2952386	E EVOLUTION ROBOTICS
Registration Number:	3165699	VIPR

CH $265.00 3489163

CORRESPONDENCE DATA

Fax Number: 2132264028

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:	213-488-7100
Email:	kevin.davis@pillsburylaw.com
Correspondent Name:	MARK R. KENDRICK, ESQ.
Address Line 1:	PILLSBURY WINTHROP SHAW PITTMAN LLP
Address Line 2:	725 SOUTH FIGUEROA STREET, SUITE 2800
Address Line 4:	LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:	043273-0000001
NAME OF SUBMITTER:	MARK R. KENDRICK
Signature:	/Mark R.Kendrick/
Date:	09/12/2012

Total Attachments: 11
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EXHIBIT B
PROPERTY ASSIGNMENT

THIS PROPERTY ASSIGNMENT (the "**Assignment**"), dated December 31, 2007 and effective on January 4, 2008 (the "**Effective Date**"), is entered into by and between Future Vision Holdings, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, California 91103 ("**Assignor**") and Evolution Robotics, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, CA 91103 ("**Assignee**").

WHEREAS, Assignee and Assignor are parties to a Contribution Agreement, effective as of December 31, 2007 (the "**Agreement**"), pursuant to which Assignor has agreed to transfer Assignor's interest in and to the assets identified and set forth on the schedules attached hereto and incorporated herewith (collectively, the "**Assigned Property**"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned Property;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

(a) Assignor hereby assigns to Assignee all of the contracts, instruments and other agreements related to Assignee's business, including those which are set forth in Schedule B-1 but shall also include any other contracts not captured on this Schedule (collectively, the "Assigned Contracts"), except as specifically excluded herein. Assignee shall assume all rights, obligations, and liabilities in and in connection with the Assigned Contracts.

(b) Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the intellectual property set forth in Schedule B-2 (collectively, the "**Assigned IP**"), including any rights therein arising under federal, state, and common law copyright laws, trademark laws, trade secret laws, or other intellectual property laws and proprietary rights therein; and all goodwill associated therewith; and all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Assigned IP.

(c) Assignor hereby assigns to Assignee (i) all of Assignor's ownership interests in or to the equipment, hardware, tools, and other tangible assets set forth in Schedule B-3 (collectively, the "**Other Assets**") and (ii) the Convertible Secured Note also listed therein.

(d) ASSIGNOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES RELATING TO THE ASSIGNED PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

(e) Assignor will reasonably assist Assignee in obtaining or providing such further documents which may be reasonably required to transfer title of the Assigned PROPERTY to Assignee. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Assigned PROPERTY.

(f) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee hereto and their respective successors, transferees, and assigns, whether by merger or consolidation or otherwise.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the Effective Date.

"ASSIGNOR"
FUTURE VISION HOLDINGS, INC.
a Delaware Corporation

By: _____
Marcia Goodstein

"ASSIGNEE"
EVOLUTION ROBOTICS, INC.
a Delaware corporation

By: _____
Paolo Pirjanian

Schedule B-1 (Assigned Contracts)

[redacted]

[redacted]

Schedule B-2 (Assigned IP)

- **NAMES, LOGOS, TRADEMARKS**

Except those utilizing the term "Evolution" or "ViPR", all marks, logos, and trademarks, including:

Country	Mark	Reference No.
US	MAKING EVERYDAY PRODUCTS SMARTER	Ser. No. 76/658,205
US	MAKING ROBOTS SMARTER	Ser. No. 76/658,204
US	MAKING EVERYDAY PRODUCTS SMARTER	Ser. No. 76/658,203
US	MAKING ROBOTS SMARTER	Ser. No. 76/658,202
US	ER1	Reg. No. 2,860,974
US	ER1	Reg. No. 2,835,208
US	ER1	Reg. No. 2,914,864
US	ERSP	Reg. No. 2,931,318
US	VSLAM	Reg. No. 2,914,903
US	NORTHSTAR	Reg. No. 3,165,681

Country	Mark	Reference No.
Community Trademark	NORTHSTAR	Reg. No. 3941201
Japan	VSLAM	Reg. No. 4786250
Japan	ERSP	Reg. No. 4737909
South Korea	ERSP	Reg. No. 601189
South Korea	VLSAM	Reg. No. 0601633

[redacted]

Schedule B-3 (Other Assigned Assets)

[redacted]

[redacted]

AMENDMENT NUMBER ONE
TO EXHIBIT B OF THE CONTRIBUTION AGREEMENT

This amendment (the "Amendment"), dated as of May 30, 2008 amends Exhibit B ("Property Assignment") to the Contribution Agreement (the "Agreement") dated December 31, 2007 between Future Vision Holdings, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, California 91103 ("Assignor") and Evolution Robotics, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, CA 91103 ("Assignee"). This Amendment, when fully executed, shall constitute the further understanding between the parties with respect to the Agreement, as follows:

WHEREAS, the parties desire to amend the Property Assignment to include additional Assigned IP.

Now, the parties agree as follows:

(1) Schedule B-2 is hereby deleted in its entirety and replaced with the attached Schedule B-2.

(2) Assignor promptly shall file all necessary documents with the U.S. Patent and Trademark Office and other authorities in order to reflect Assignor's name change since filing the original applications of the Assigned IP in Schedule B-2.

(3) In the event of any conflict or inconsistency between the terms of this Amendment and the Agreements, the terms of this Amendment shall control. Capitalized terms not defined herein shall have the same meaning as the identical capitalized terms in the Agreements, unless otherwise stated. This Amendment shall be effective as the Effective Date set forth in the Property Assignment. Except as expressly amended herein, the Agreement shall remain unaltered and in full force and effect.

The parties have executed this Amendment as of the date set forth above.

"ASSIGNOR"
FUTURE VISION HOLDINGS, INC.
a Delaware Corporation

By: Marcia Goodstein
Marcia Goodstein

"ASSIGNEE"
EVOLUTION ROBOTICS, INC.
a Delaware corporation

By: _____
Paolo Pirjanian

CONFIDENTIAL

AMENDMENT NUMBER ONE
TO EXHIBIT B OF THE CONTRIBUTION AGREEMENT

This amendment (the "Amendment"), dated as of May 30, 2008 amends Exhibit B ("Property Assignment") to the Contribution Agreement (the "Agreement") dated December 31, 2007 between Future Vision Holdings, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, California 91103 ("Assignor") and Evolution Robotics, Inc., a Delaware corporation with an address of 130 West Union Street, Pasadena, CA 91103 ("Assignee"). This Amendment, when fully executed, shall constitute the further understanding between the parties with respect to the Agreement, as follows:

WHEREAS, the parties desire to amend the Property Assignment to include additional Assigned IP.

Now, the parties agree as follows:

(1) Schedule B-2 is hereby deleted in its entirety and replaced with the attached Schedule B-2.

(2) Assignor promptly shall file all necessary documents with the U.S. Patent and Trademark Office and other authorities in order to reflect Assignor's name change since filing the original applications of the Assigned IP in Schedule B-2.

(3) In the event of any conflict or inconsistency between the terms of this Amendment and the Agreements, the terms of this Amendment shall control. Capitalized terms not defined herein shall have the same meaning as the identical capitalized terms in the Agreements, unless otherwise stated. This Amendment shall be effective as the Effective Date set forth in the Property Assignment. Except as expressly amended herein, the Agreement shall remain unaltered and in full force and effect.

The parties have executed this Amendment as of the date set forth above.

"ASSIGNOR"
FUTURE VISION HOLDINGS, INC.
a Delaware Corporation

By: Marcia Goodstein
Marcia Goodstein

"ASSIGNEE"
EVOLUTION ROBOTICS, INC.
a Delaware corporation

By: _____
Paolo Pirjanian

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TRADEMARK
REEL: 004860 FRAME: 0052

Schedule B-2 (Assigned IP)

NAMES, LOGOS, TRADEMARKS

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.
EVOLUTION ROBOTICS	Canada	1367564	
EVOLUTION ROBOTICS & DESIGN I-A	Japan	2003-8606	4815497
VSLAM	Japan	2003-43182	4786250
EVOLUTION ROBOTICS & DESIGN I-B	Japan	2003-8605	4815496
ERSP	Japan	2003-43181	4737909
EVOLUTION ROBOTICS, INC.	Japan	2001-106247	4658353
EVOLUTION ROBOTICS & DESIGN I-B	South Korea	40-2003-6435	630293
EVOLUTION ROBOTICS & DESIGN	South Korea	40-2003-6436	630292
ERSP	South Korea	40-2003-29432	601189
VSLAM	South Korea	40-2003-30109	40-601633
EE EVOLUTION ROBOTICS & DESIGN	United States	76/428,178	2,826,036
EE EVOLUTION ROBOTICS & DESIGN	United States	76/428,159	2,830,606
EE EVOLUTION ROBOTICS & DESIGN	United States	76/439,776	2,823,942
EE EVOLUTION ROBOTICS & DESIGN	United States	76/439,775	2,952,386
ER1	United States	76/444,919	2,914,864
ER1	United States	76/440,448	2,835,208
ER1	United States	76/440,324	2,860,974
ERSP	United States	76/480,365	2,931,318
VSLAM	United States	76/481,987	2,914,903
NORTHSTAR	United States	76/604,052	3,165,681
MAKING EVERYDAY PRODUCTS SMARTER	United States	76/658,205	
MAKING EVERYDAY PRODUCTS SMARTER	United States	76/658,203	
MAKING ROBOTS SMARTER	United States	76/658,202	
MAKING ROBOTS SMARTER	United States	76/658,204	
EE EVOLUTION ROBOTICS & DESIGN	United States	76/428,172	2,837,030
EVOLUTION ROBOTICS	Community Trademark	2480200	2480200
NORTHSTAR	Community Trademark	3941201	3941201
EE EVOLUTION ROBOTICS & DESIGN	Community Trademark	5328745	5328745

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