

## 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
STEPHEN JOHNS		06/12/2013	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	VIZERS GROUP, LLC		
Street Address:	8040 HIGHWAY 326		
City:	OCALA		
State/Country:	FLORIDA		
Postal Code:	34482		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85883454	TOUTS	
Registration Number:	4139569	VIZERS VIZERS.COM	
CORRESPONDENCE DATA			
Fax Number:	6157262241		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	615-254-2291		
Email:	TKANE@DODSONPARKER.COM		
Correspondent Name:	TRACY D. KANE		
Address Line 1:	1310 SIXTH AVE N		
Address Line 4:	NASHVILLE, TENNESSEE 37208		
ATTORNEY DOCKET NUMBER:	YORK/VIZERS GROUP		
NAME OF SUBMITTER:	DANIEL YORK		
Signature:	/DANIEL YORK/		

Date:

06/18/2013

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of JUNE 12th, 2013, is made by STEPHEN JOHNS (a "Seller" and "Assignor") and SEA THOUGHTS, LLC, a Florida limited liability company, (also a "Seller"), in favor of VIZERS GROUP, LLC, a Delaware limited liability company ("Buyer" or "Assignee"), pursuant to that certain Asset Purchase Agreement between Assignee and Assignors, dated as of June 12, 2013 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office; and

WHEREAS, Seller is a party to the Asset Purchase Agreement and has conveyed, transferred and assigned certain other assets to Buyer under said Agreement and is benefited by this IP Assignment;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignors each hereby irrevocably convey, transfer and assign to Assignee, and Assignee hereby accepts, all of the respective Assignors' right, title and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(c) any and all copyrights and all issuances, extensions and renewals thereof (the "Copyrights");

(d) the domain name registrations set forth in Schedule A hereto and all extensions and renewals thereof (the "Domain Names");

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and



(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

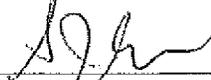
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law principal. Any litigation brought in relation to this IP Assignment shall be brought only in the courts located in Brevard County, Florida, the service of process from which all persons or entities signing this Agreement agree that they are bound. Should any litigation arise among the parties to this Agreement in relation to this Agreement, it is understood that the prevailing party shall be entitled to recover, in addition to any other remedy at law, any and all of its costs and expenses, including, but not limited to, reasonable attorney's fees, discovery costs, court reporter costs, transcript costs, expert fees, travel, court costs, and the like.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNOR:**

  
\_\_\_\_\_  
STEPHEN JOHNS

**SELLER:**

SEA THOUGHTS, LLC

By:   
\_\_\_\_\_

Name: Stephen Johns  
Title: managing member

AGREED TO AND ACCEPTED:

**ASSIGNEE:**

VIZERS GROUP, LLC

By:   
\_\_\_\_\_

Name: DARWIN LOK  
Title: PRESIDENT

**SCHEDULE A  
TO IP ASSIGNMENT**

**1. ASSIGNED PATENTS AND PATENT APPLICATIONS**

- a. HEAD VISOR, Design Patent No. D601,329
  
- b. VISOR WITH PLUG IN ACCESSORY SOCKETS, Utility Patent Application No. 13/690,881

**2. ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

- a. VIZERS, Stylized Word and Design Mark, Registration No. 4139569
  
- b. TOUTS, Standard Character Mark (Color), Application for Registration, Serial No. 85883454.

**3. ASSIGNED DOMAIN NAME REGISTRATIONS AND APPLICATIONS**

<u>Domain Name</u>	<u>Network Host</u>	<u>Expiration/Renewal</u>
www.vizers.com	Godaddy.com, LLC	09/25/2013

*Handwritten initials: "M" and "MY"*