

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL															
<b>CONVEYING PARTY DATA</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> <tr> <td>Martin Matak</td> <td></td> <td>10/28/2013</td> <td>INDIVIDUAL: UNITED STATES</td> </tr> <tr> <td>Mayfonk, Inc.</td> <td></td> <td>10/28/2013</td> <td>CORPORATION: FLORIDA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Martin Matak		10/28/2013	INDIVIDUAL: UNITED STATES	Mayfonk, Inc.		10/28/2013	CORPORATION: FLORIDA				
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<b>PROPERTY NUMBERS Total: 4</b>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3673586</td> <td>VERT</td> </tr> <tr> <td>Serial Number:</td> <td>85212091</td> <td>VERT</td> </tr> <tr> <td>Serial Number:</td> <td>85167260</td> <td>POUND</td> </tr> <tr> <td>Serial Number:</td> <td>85167330</td> <td>TEMPO</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3673586	VERT	Serial Number:	85212091	VERT	Serial Number:	85167260	POUND	Serial Number:	85167330	TEMPO	
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<b>CORRESPONDENCE DATA</b>																
<p><b>Fax Number:</b></p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p><b>Phone:</b> 407-254-2609</p> <p><b>Email:</b> DCIPMAIL@gtlaw.com, brownjr@gtlaw.com</p> <p><b>Correspondent Name:</b> Joshua R. Brown</p> <p><b>Address Line 1:</b> 450 So. Orange Ave., Suite 650</p> <p><b>Address Line 2:</b> Greenberg Traurig, LLP</p> <p><b>Address Line 4:</b> Orlando, FLORIDA 32801</p>																
<b>ATTORNEY DOCKET NUMBER:</b>	MAYFONK ATHLETIC															

TRADEMARK

NAME OF SUBMITTER:	Joshua R. Brown
Signature:	/Joshua R. Brown/
Date:	11/25/2013
<p>Total Attachments: 7</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page1.tif</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page2.tif</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page3.tif</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page4.tif</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page5.tif</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page6.tif</p> <p>source=298665878_v 1_03 IntellectualPropAssign(Mayfonk)#page7.tif</p>	

## INTELLECTUAL PROPERTY ASSIGNMENT

MARTIN MATAK, an individual residing at 408 Farmington Drive, Plantation, Florida 33317, and MAYFONK, INC., a Florida corporation, with its principal place of business at 408 Farmington Drive, Plantation, Florida 33317 (collectively, the "Assignors") hereby execute this assignment, on this 28 day of October 2013, (the "Assignment") to MAYFONK ATHLETIC, LLC, a Florida limited liability company, with its principal place of business at 408 Farmington Drive, Plantation, Florida 33317 (the "Assignee").

1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors hereby assign to the Assignee, including its successors, assigns, heirs, and administrators, any and all right, title, and interest each of the Assignors may have in and to the following intellectual property, without any limitation or reservation thereof:

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, including also all inventions described therein and any and all other patents or patent applications that claim priority thereto, including also the right, title and interest in and to said patents, applications, and inventions in all foreign countries, and any and all applications for Letters Patent in foreign countries related to said patents, applications, and inventions, including the right to sue for damages for infringement of any resulting patents, including the right to sue for infringement occurring before this Assignment;

(b) the trademarks, trademark registrations and trademark applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of such trademarks and symbolized thereby and all issuances, extensions and renewals thereof, including also any all trademarks, registrations, or applications that claim priority thereto, including also the right, title and interest in and to said trademarks, registrations, and applications in all foreign countries, including the right to sue for damages for infringement of any trademarks, including the right to sue for infringement occurring before this Assignment, including the portions of each of the Assignors ongoing and existing businesses to which such trademarks, registrations, and applications pertain;

(c) the copyrights set forth in Schedule 3 hereto, and any and all registrations, extensions and renewals thereof, including also the right, title and interest in and to said works in all foreign countries, including the right to sue for damages for infringement of any copyrights, including the right to sue for infringement occurring before this Assignment;

(d) the intellectual property and other licensing agreements set forth in Schedule 4 hereto (to the extent Martin Matak's express written consent is required for this assignment, such consent is hereby given);

(e) all rights of any kind whatsoever of the Assignors 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. Each of the Assignors authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by the Assignee. Each of the Assignors 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 described property is properly assigned to the Assignee, or any assignee or successor thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignors have duly executed and delivered this Assignment as of the date first above written.

**ASSIGNORS:**

MAYFONK, INC., a Florida  
corporation

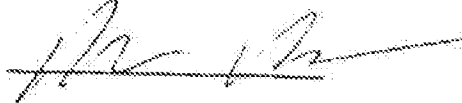
By: 

Name: Martin Matak

Title: President

Address for Notices:  
408 Farmington Drive, Plantation,  
Florida 33317

MARTIN MATAK



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

<b>TYPE</b>	<b>NUMBER</b>	<b>OWNER</b>	<b>STATUS</b>
ISSUED PATENT	8,253,586	MAYFONK, INC.	ISSUED: AUG, 28 2012
PATENT APPLICATION	12/429,246	MAYFONK, INC.	ISSUED as Patent No. 8,253,586
PATENT APPLICATION	13/594,204	MAYFONK, INC.	PENDING
PATENT APPLICATION	13/591,895	MAYFONK, INC.	PENDING

## SCHEDULE 2

### ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

TYPE	NUMBER	MARK	OWNER	CLASS	STATUS
TRADEMARK REGISTRATION	3,673,586	VERT	Martin Matak	CLASS 25	Registered: August 25, 2009
TRADEMARK APPLICATION	85/212,091	VERT	Martin Matak	CLASS 09, 25, 28	Allowed pending Statement of Use.
TRADEMARK APPLICATION	85/167,260	POUND	Martin Matak	CLASS 09, 28	Allowed pending Statement of Use.
TRADEMARK APPLICATION	858,167,330	TEMPO	Martin Matak	CLASS 09	Allowed pending Statement of Use.
COMMONLAW TRADEMARK	N/A	VERT Logo	Martin Matak	N/A	As shown on mayfonkathletic.com website on October 25, 2013.
COMMON LAW TRADEMARK	N/A	MAYFONK	Mayfonk, Inc.	N/A	As shown on mayfonkathletic.com website on October 25, 2013.
COMMON LAW TRADEMARK	N/A	MAYFONK Logo	Mayfonk, Inc.	N/A	As shown on mayfonkathletic.com website on October 25, 2013.
COMMON LAW TRADEMARK	N/A	M Logo	Mayfonk, Inc.	N/A	As shown on mayfonkathletic.com website on October 25, 2013.

### **SCHEDULE 3**

#### **ASSIGNED COPYRIGHTS**

- Any and all copyrighted works owned by Mayfonk, Inc including, but not limited to, any software developed and/or incorporated into Mayfonk, Inc.'s products or services.
- Any and all copyrighted works owned by either of the Assignors and appearing on the website [www.mayfonkathletic.com](http://www.mayfonkathletic.com) as of October 25, 2013, including, but not limited to, the MAYFONK logo, the VERT logo, the displayed advertisements, the displayed photographs, the displayed app interfaces, the design of the displayed apparel including the "M" logo, and the displayed copy.



## **SCHEDULE 4**

### **ASSIGNED LICENSING AND OTHER AGREEMENTS**

- Confidential Settlement Agreement, dated May 29, 2013, between Martin Matak and Vertigo Holdings, LLC.
- Trademark License Agreement, dated October 25, 2013, between Martin Matak and Mayfonk, Inc.
- Letter of Intent, dated May 10, 2013, between Mayfonk and Radio Systems Corporation
- Agreement, dated April 6, 2012, between Mayfonk and SSI America Eng LLC
- Independent Contractor Agreement, dated October 2, 2013, between Mayfonk and Critical Digital, LLC
- Contract for Engineering Services, dated July 15, 2010, between Mayfonk and David Pape
- Letter Agreement, dated May 4, 2006, between Mayfonk and Migatron Corporation
- Letter of Intent, dated October 9, 2013, between Mayfonk and Zentech Manufacturing, Inc.
- Agreement regarding testing services between Mayfonk and Timco Engineering Inc.