

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vital Art & Science, Inc.		06/24/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Vital Art & Science, LLC		
Street Address:	2725 North Spring Drive		
City:	Richardson		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4475788	MYVISIONTRACK	
CORRESPONDENCE DATA			
Fax Number:	972-480-88		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	972-480-8800		
Email:	docket@hittgaines.com		
Correspondent Name:	Charles W. Gaines		
Address Line 1:	2435 N. Central Expressway, Suite 1300		
Address Line 4:	Richardson, TEXAS 75080		
ATTORNEY DOCKET NUMBER:	VITL-0006TM		
NAME OF SUBMITTER:	Charles W. Gaines		
SIGNATURE:	/CWG/hp/		
DATE SIGNED:	07/30/2014		
Total Attachments: 10			
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FILED
In the Office of the
Secretary of State of Texas
JUN 24 2014

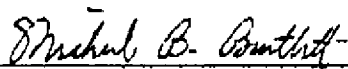
**CERTIFICATE OF CONVERSION
FOR
VITAL ART AND SCIENCE INCORPORATED
(Converting Entity)**

Corporations Section

In accordance with the governing provisions of the Texas Business Organization Code (the "Code"), Vital Art and Science Incorporated (the "Converting Entity"), hereby adopts and authorizes for filing with the Texas Secretary of State, the following Certificate of Conversion.

1. The name of the Converting Entity is Vital Art and Science Incorporated
2. The jurisdiction of formation of the Converting Entity is Texas.
3. The date of formation of the Converting Entity is June 21, 2006.
4. The file number for the Converting Entity is 800671486.
5. A Plan of Conversion attached hereto as Attachment "A", reciting the plan of conversion, has been adopted and approved by the Converting Entity in accordance with the Code. The Plan of Conversion set forth that the Converting Entity is being converted from a Texas corporation into a Texas limited liability company under the laws of the state of Texas. For purposes of this Certificate, the term "Converting Entity" refers to the entity prior to conversion. The term "Converted Entity" refers to the entity after conversion.
6. The name of the Converted Entity is Vital Art and Science, LLC
7. The Converted Entity will be formed under the laws of the state of Texas. The certificate of formation is attached as an Exhibit to the Plan of Conversion.
8. The Converted Entity will be responsible for the payment of all fees and franchise taxes of the Converting Entity and will be obligated to pay such fees and franchise taxes if the same are not timely paid.
9. Approval of the Plan of Conversion was duly authorized by all action required by the laws under which the Converting Entity was formed and by its constituent documents.
10. This document becomes effective as of July 1, 2014.

The undersigned signs this document, as of the 23rd day of June, 2014, subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.



Michael Bartlett, President of Converting Entity

ATTACHMENT A
Plan of Conversion

Attachement A

VITAL ART AND SCIENCE INCORPORATED

PLAN OF CONVERSION

WHEREAS, the Stockholders own all of the issued and outstanding shares of common and preferred stock of the Vital Art and Science Incorporated (the "Company");

WHEREAS, the Company is converting into Vital Art and Science, L.L.C, a Texas limited liability company (the "**LLC**"), pursuant to the terms, provisions, and conditions set forth in this Agreement and in accordance with the Texas Business Organizations Code (the "**TBOC**"); and

WHEREAS, the Stockholders consent to such a conversion.

NOW THEREFORE, in consideration of the foregoing, the conversion will take place pursuant to the following terms and conditions:

I - THE CONVERSION

A **Conversion**. At the Effective Time (as defined below), the Company will be converted into the LLC (the "**Conversion**"), whereupon the previous organizational form of the Company will cease, and the Company will continue its existence in the organizational form of the LLC, which will be governed by the TBOC and the laws of the State of Texas.

B **Certificate of Conversion**. The Company will file a certificate of conversion (the "**Certificate of Conversion**") and a certificate of formation (the "**Certificate of Formation**") with the Texas Secretary of State and will make all other filings or recordings required by the TBOC in connection with the Conversion.

C **Effective Time**. The Conversion will become effective as of the effective date of the Certificate of Conversion and the Certificate of Formation with the Texas Secretary of State (the "**Effective Time**").

II - ORGANIZATION

A **Certificate of Formation**. A copy of the Certificate of Formation of the LLC is attached hereto as Exhibit A and the provisions of the Certificate of Formation of the LLC are incorporated herein by reference.

B **Officers**. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the Company Agreement and applicable law, the officers of the LLC shall be the same as the officers of the Company immediately prior to the Effective Time.

C Directors. From and after the Effective Time, until successors are duly elected or appointed and qualified in accordance with the Company Agreement and that certain Members Agreement, dated as of the date hereof, the directors of the LLC shall be the same as the directors of the Company immediately prior to the Effective Time.

D Statutory Agent. From and after the Effective Time, the designated statutory agent for service of process for the Company at the Effective Time shall become the statutory agent for service of process for the LLC.

III - EFFECT OF THE CONVERSION

A Effect of Conversion. At the Effective Time, the effect of the Conversion will be as provided by this Agreement and by the applicable provisions of the TBOC.

B Conversion of Common Shares. At the Effective Time, by virtue of the Conversion and without any further action on the part of the holder thereof, each share of the Company's common stock, \$0.001 par value (collectively, the "**Common Shares**") issued and outstanding immediately prior to the Effective Time shall be converted into one (1) Common Unit of the LLC (as defined in the Company Agreement). At the Effective Time, all certificates evidencing the Common Shares issued by the Company to the Company's stockholders, and outstanding immediately prior to the Conversion, shall be deemed to be canceled and extinguished.

C Conversion of Series A Preferred Shares. At the Effective Time, by virtue of the Conversion and without any further action on the part of the holder thereof, each share of the Company's Series A Preferred stock (collectively, the "**Preferred Shares**") issued and outstanding immediately prior to the Effective Time shall be converted into one (1) Series A Preferred Unit of the LLC (as defined in the Company Agreement). At the Effective Time, all certificates evidencing the Preferred Shares issued by the Company to the Company's stockholders, and outstanding immediately prior to the Conversion, shall be deemed to be canceled and extinguished.

D Cancellation of Shares. At the Effective Time, each Company Share held in the treasury of the Company immediately prior to the Effective Time shall automatically be canceled and extinguished without any conversion thereof.

IV - MISCELLANEOUS

A Captions and Counterparts. The captions in this Agreement are for convenience only and shall not be considered a part, or to affect the construction or interpretation, of any provision of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

B Governing Law. This Agreement shall be governed by, and construed

and interpreted in accordance with, the laws of the State of Texas without regard to conflict of laws rules.

C Third Parties. Nothing herein expressed or implied is intended or is to be construed to confer upon or give to any person, other than the party to this Agreement or its respective successors and assigns any rights, remedies, obligations or liabilities under, or by reason of, this Agreement.

D Further Assurances. Each of the parties shall, without further consideration, take such action, obtain such consents and execute and deliver such documents as may be necessary to carry out this Agreement.

IN WITNESS WHEREOF, the undersigned being duly authorized to sign on behalf of the Company has executed this Plan of Conversion on the 3rd day of June 2014.

Michael B. Bartlett
Michael Bartlett, President

Exhibit A to Plan of Conversion

Certificate of Formation
(see attached)

FILED
In the Office of the
Secretary of State of Texas

JUN 24 2014

**CERTIFICATE OF FORMATION
OF
VITAL ART AND SCIENCE, LLC** Corporations Section

WHEREAS, the limited liability company is being formed pursuant to a Plan to Conversion pursuant to which Vital Art and Science Incorporated, a Texas for-profit corporation is being converted to a Texas limited liability company;

WHEREAS, Vital Art and Science Incorporated was formed under the laws of the state of Texas on June 21, 2006 with an address at 2725 North Spring Drive, Richardson, TX 75082;

NOW, THEREFORE, The undersigned, being a natural person of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as organizer under the Texas Business Organizations Code (the "TBOC"), hereby adopts the following Certificate of Formation for such corporation:

ARTICLE ONE

The name of the limited liability company is Vital Art and Science, LLC.

ARTICLE TWO

The period of duration of this limited liability company is perpetual or until the earlier dissolution of the limited liability company in accordance with the provisions of its Company Agreement.

ARTICLE THREE

The purpose for which the limited liability company is organized is to conduct any lawful business, to promote any lawful purpose and to engage in any lawful act or activity for which limited liability companies may be organized under the TBOC.

ARTICLE FOUR

The limited liability company will not commence business until it has received for the issuance of its certificates of membership interest consideration consisting of money, a promissory note, or property received.

ARTICLE FIVE

On each matter on which the membership interest is entitled to vote, a Member will have one vote per one unit of membership interest owned by the Member.

Cumulative voting is not allowed.

Preemptive rights do not exist.

ARTICLE SIX

The address of the initial registered office of the limited liability company is 2725 North Spring Drive, Richardson, TX 75082, and the name of its initial registered agent at such address is Michael B. Bartlett. The address of the principal place of business is 2725 North Spring Drive, Richardson, TX 75082.

ARTICLE SEVEN

The management of the limited liability company is by its Managers, and the name and addresses of the Initial Managers are as follows:

Michael B. Bartlett	2725 North Spring Drive Richardson, TX 75082
Yi-Zhong Wang	2725 North Spring Drive Richardson, TX 75082
William R. Krenik	2725 North Spring Drive Richardson, TX 75082
James Fontaine	2725 North Spring Drive Richardson, TX 75082
Tim Looney	2725 North Spring Drive Richardson, TX 75082

ARTICLE EIGHT

The initial Company Agreement will be adopted by the Members. The powers to alter, amend, or repeal the Company Agreement or adopt a new Company Agreement is vested in the Members.

ARTICLE NINE

To the full extent permitted by Texas Law, no Member of the limited liability company shall be liable to the limited liability company or its Members for monetary damages for an act or omission in such Member's capacity as a Member of the limited liability company, except that this Article does not eliminate or limit the Liability of a Member to the extent the Member is found liable for (i) a breach of the Member's duty of loyalty to the Company or its Members; (ii) an act or omission not in good faith that constitutes a breach of duty of the Member to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the Member received an improper benefit whether or not the benefit resulted from an action taken within the scope of the Member's office, or (iv) an act or omission for which the Liability of a Member is expressly provided by an applicable statute. Any repeal or amendment of this Article by the Members of the Company shall be prospective only and shall not adversely affect any limitation on the Liability of a Member of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the

Member of the Company is not liable as set forth in the preceding sentences, the Member shall not be liable to the fullest extent permitted by any provision of the statutes of Texas hereafter enacted that further limits of the Liability of a Member or Manager of a limited liability company or of a director of a corporation. The foregoing elimination of the liability to the limited liability company or the other Members for monetary damages shall not be deemed exclusive of any other rights or limitations of liability or indemnity to which a Member may be entitled under any other provision of the Certificate of Formation or the Company Agreement of the limited liability company, contract or agreement, vote of Members and/or disinterested Members of the limited liability company, or otherwise.

ARTICLE TEN

Any action required by the TBOC, and any amendments thereto, to be taken at any annual or special meeting of Members of the limited liability company, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interest entitled to vote on the action were present and voted. Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the TBOC, and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of the TBOC.

Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

ARTICLE ELEVEN

The membership interest of the limited liability company will be subject to restrictions on its transferability as set out in the Company Agreement of the limited liability company, which Company Agreement will be kept with the records of the limited liability company. The limited liability company will provide a copy of the Company Agreement without charge to any record holder of a membership interest upon written request addressed to the limited liability company at its principal business office or its registered agent's address.

ARTICLE TWELVE

This Certificate of Formation may be amended, modified, supplemented or restated in any manner permitted by applicable law and approved by the affirmative vote of Members owning more than fifty percent (50%) in interest of all of the membership interests in the Company then outstanding.

ARTICLE THIRTEEN

The name and address of the organizer is Tod V. Mongan, 15851 Dallas Parkway, Suite 600, Addison, Texas 75001.

This document shall become effective on July 1, 2014.

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

23 June 2014
Date


Tod V. Mongan, Organizer