TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mr. Mike Jespersen		08/01/2014	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	AUSTRALIS1623, INC.
Street Address:	5694 Denton Circle
City:	Norcross
State/Country:	GEORGIA
Postal Code:	30092
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4500695	NXTEC
Serial Number:	85907618	NXKEM
Registration Number:	4554418	NX-ON

CORRESPONDENCE DATA

Fax Number: 4783142694

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.

Phone: 478-405-7677
Email: tbrown@stephenbarneslaw.com
Correspondent Name: Stephen N. Barnes, Jr., Esq.
Address Line 1: 3725 Vineville Avenue
Address Line 4: Macon, GEORGIA 31204

NAME OF SUBMITTER:	STEPHEN N. BARNES, JR., ESQ.
SIGNATURE:	/Stephen N. Barnes, Jr., Esq./
DATE SIGNED:	08/26/2014

Total Attachments: 5
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OP $90.00 4500695

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MIKE JESPERSEN, a place of business at, P.O. Box 27028, Macon, Georgia 31221-7028, hereby sells, assigns, transfers, and sets over to AUSTRALIS1623, INC. ("Assignee") having a place of business at 5694 Benton Circle, Norcross, GA 30092, its successors, assigns and legal representatives, his entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions,

(a) in and to the Trademark known as NXTEC®, for which application for Trademark in the United States of America has been executed by the undersigned (also known as United States application Serial No. 85907602, filed April 18, 2013 and U.S. Registration Number: 4500695, Dated March 25, 2014, in any and all applications thereon, in any and all US Trademark(s) therefore; and

(b) in any and all applications that claim the benefit of the Trademark application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the Trademark application or Trademark therefor listed above in part (a), to the full extent of the term or terms for which Trademarks issue; and

(c) in any and all inventions described in the Trademark application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such Trademark application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such Trademark application, including, without limitation, Trademarks, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including (1) full ownership and title to US Trademark applications and US Trademarks therefor, and (2) the right to claim the same priority rights in the United States, from any previously filed applications; and

(d) all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned further agrees that said Assignee may apply for and receive Trademark(s) for said invention(s) in its own name if applicable; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other Trademark applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts and know-how known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and representatives in securing, maintaining, and enforcing proper Trademark protection for said

ASSIGNMENT

invention(s) and for vesting title to said invention(s) and all US Trademark applications and all US Trademarks on said invention(s) in Assignee, its successors, assigns and representatives.

The undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or Trademark(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.

The undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

The undersigned hereby grants the power to Stephen N. Barnes, Jr., Esq. to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Trademark and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

_____[SEAL]
MIKE JESPERSEN

State of Georgia

County of Bibb

Before me personally appeared MIKE JESPERSON acknowledged the foregoing instrument to be his and his free act and deed this 1st day of August, 2014.

_____(SEAL)
(Notary Public)
My commission expires : 09-11-17

MELINDA A. TINGLE
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-11-17
BIBB COUNTY, GEORGIA

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, MIKE JESPERSEN, a place of business at, PO Box 27028, Macon, Georgia 31221-7028, hereby sells, assigns, transfers, and sets over to AUSTRALIS1623, INC. ("Assignee") having a place of business at 5694 Benton Circle, Norcross, GA 30092, its successors, assigns and legal representatives, his entire right, title and interest, including the right to sue and collect for all past, present and future damages, for the United States of America, including all its territories and possessions,

(a) in and to the Trademark known as Nx-ON™, for which application for Trademark in the United States of America has been executed by the undersigned (also known as United States application Serial No. 85906358, filed April 17, 2012, and U.S. Registration Number: 4554418, Dated June 24, 2014, in any and all applications thereon, in any and all US Trademark(s) therefore; and

(b) in any and all applications that claim the benefit of the Trademark application listed above in part (a), including continuing (continuation, divisional) applications, reissues, extensions, renewals and reexaminations of the Trademark application or Trademark therefor listed above in part (a), to the full extent of the term or terms for which Trademarks issue; and

(c) in any and all inventions described in the Trademark application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such Trademark application, and that are derivable from any and all continuing applications, reissues, extensions, renewals, and examinations of such Trademark application, including, without limitation, Trademarks, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including (1) full ownership and title to US Trademark applications and US Trademarks therefor, and (2) the right to claim the same priority rights in the United States, from any previously filed applications; and

(d) all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned further agrees that said Assignee may apply for and receive Trademark(s) for said invention(s) in its own name if applicable; and agrees to execute all papers necessary in connection with said application(s) and any continuing application(s) (continuation, divisional, or continuation-in-part), substitutes, renewals, reissues, reexaminations, extensions, and all other Trademark applications on all such invention(s), including all rightful oaths, declarations, powers of attorney and other papers; and agrees to execute separate assignments in connection with such application(s) as the Assignee may deem necessary and expedient; and agrees to communicate to said Assignee, its successors, assigns, and representatives all facts and know-how known to the undersigned relating to said invention(s) and the history thereof; and agrees to cooperate fully and completely with said Assignee, its successors, assigns, and

ASSIGNMENT

invention(s) and for vesting title to said invention(s) and all US Trademark applications and all US Trademarks on said invention(s) in Assignee, its successors, assigns and representatives.

The undersigned agrees to execute all papers necessary in connection with any interference that may be declared or litigation that may be instituted concerning the application(s) or Trademark(s) referred to above and to cooperate fully and completely with the Assignee, its successors, assigns, and representatives in obtaining evidence and going forward with such interference or litigation, including providing testimonial evidence.

The undersigned hereby represents and warrants to Assignee, its successors, assigns and representatives that no assignment, grant, mortgage, license or other right or agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned and that full right to convey the same as expressed herein is possessed by the undersigned.

The undersigned hereby grants the power to Stephen N. Barnes, Jr., Esq. to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Trademark and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the date(s) opposite their signature(s):

[SEAL]
MIKE JESPERSEN

State of Georgia

County of Bibb

Before me personally appeared MIKE JESPERSON acknowledged the foregoing instrument to be his and his free act and deed this 1st day of August, 2014.

Melinda A. Tingle (SEAL)
(Notary Public)
My commission expires : 09-11-17

MELINDA A. TINGLE
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-11-17
BIBB COUNTY, GEORGIA