

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM381933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visioneering International, Inc.		04/14/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Foah Properties		
Street Address:	659 Auburn Ave NE, Suite #267		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30312		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2001853	ENGINEERING THE VISION	
Registration Number:	2144848	GEONOVA	
Registration Number:	2559108	GEONOVA	
Registration Number:	2602055	PAINTING WITH LIGHT	
Registration Number:	2143171	REAL VIRTUALITY	
Registration Number:	1961327	V	
Registration Number:	2003865	VISIONEERING	
Registration Number:	1929099	VISIONEERING	
Registration Number:	2755055	VISIONEERING	
CORRESPONDENCE DATA			
Fax Number:	4044803817		
<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:	404-725-4410		
Email:	ppawlak@pawlaklaw.com		
Correspondent Name:	Peter J. Pawlak Jr.		
Address Line 1:	P.O. Box 79228		
Address Line 4:	Atlanta, GEORGIA 30357		
NAME OF SUBMITTER:	Peter J. Pawlak Jr.		

OP \$240.00 2001853

SIGNATURE:	/Peter J. Pawlak Jr./
DATE SIGNED:	04/26/2016
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is effective as of the date indicated on the signature page (the "Effective Date") by and between Visioneering International, Inc., a Georgia corporation, whose primary corporate office is at 659 Auburn Ave NE, Suite #267, Atlanta, Georgia 30312 ("VII"), and Foah Properties, LLC, a Georgia limited liability company, whose primary corporate office is at 659 Auburn Ave NE, Suite #267, Atlanta, Georgia 30312 ("FP").

WITNESSETH:

WHEREAS, VII owns intellectual property rights in and associated with the VISIONEERING trademark as well as other trademarks, including associated goodwill, used with various goods and services offered by VII, which marks have been used in the United States and have been used internationally (collectively, the "Visioneering Trademark Rights");

WHEREAS, VII currently owns trademark registrations for these trademarks as detailed on Exhibit A (the "Registrations"); and

WHEREAS, VII desires to transfer all its intellectual property rights in and to the Visioneering Trademark Rights, including all associated goodwill and the Registrations, to FP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VII and FP (each a "Party", and collectively the "Parties") hereby agree as follows:

1. **Assignment.** VII hereby assigns to FP all of VII's right, title and interest in and to the Visioneering Trademark Rights, including all associated goodwill, the Registrations, income and royalties, any money due or that becomes due relating to an infringement or misappropriation of any of them, and the right to sue for all future and past infringements and misappropriations. VII will execute all future documents, papers, forms, and authorizations that may be reasonably requested and necessary to confirm or perfect or otherwise to carry out the intent and purposes of this Assignment. FP will pay VII \$1.00 for such Visioneering Trademark Rights and will make such payment on or about the Effective Date.

2. **Recordation of Trademarks.** If FP elects to record this Assignment with the United States Patent & Trademark Office or applicable state or non-United States governmental or international authorities or registries, FP will bear all costs and fees associated with such recording. VII hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any state or non-United States country whose duty it is to issue trademark registrations to issue all registrations to FP and in FP name.

3. **Past Agreements and VII Representations and Warranties.** VII has entered into various agreements with third parties regarding the Visioneering Trademark Rights ("VII Agreements"). VII hereby transfers all rights, duties and obligations under the VII Agreements to FP. To the extent the VII Agreements are in VII's possession, VII will transfer copies of those

agreements to FP. Other than as detailed in the VII Agreements, VII has not previously transferred or licensed the Visioneering Trademark Rights to any other party, knows of no third party that has rights to the Visioneering Trademark Rights, and represents that such rights are free and clear of all form of liens.

4. **Disclaimer of Warranty.** VII makes no warranty to FP with respect to the Visioneering Trademark Rights, except as expressly stated herein, and any and all other warranties, including any implied fitness for a particular purpose or use, are expressly disclaimed and denied. VII specifically makes no representations or guarantees regarding the ability for FP to use the Visioneering Trademark Rights, that such rights do not infringe any third party rights, that any trademark applications may be filed based on the Visioneering Trademark Rights, or that the Visioneering Trademark Rights will be usable as the basis for obtaining any trademark registration.

5. **Effect of Heirs and Successors.** This Assignment will inure to the benefit of and be binding upon the Parties and their respective successors, executors, administrators, heirs and permitted assigns.

6. **Waiver, Amendment, Modification.** No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing. No waiver by either Party of any term or provision of this Assignment, or of any default hereunder, will affect such party's right thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

7. **Entire Agreement.** This Assignment contains the entire agreement and understanding concerning the subject matter hereof.

8. **Governing Law and Venue.** This Assignment will be governed by and construed in accordance with the laws of the State of Georgia and the United States of America without giving effect to any conflicts of laws rule or principle that might require the application of the laws of another jurisdiction. Any legal proceedings involving this Assignment, or in which this Assignment is raised, will be conducted in the area of the federal Northern District of Georgia and all Parties consent to such venue and to transfer of venue for any suits filed elsewhere to such venue.

9. **Construction of Agreement.** The Parties acknowledge that they were represented (or had the opportunity to be represented) by legal counsel in connection with this Assignment and that each of them and its counsel have reviewed this Assignment, or have had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Assignment or any amendments or any exhibits thereto.

IN WITNESS WHEREOF, the Parties have executed this Assignment to be effective as of the Effective Date.

VISIONEERING INTERNATIONAL, INC.

By:



Name: Robert Foah

Title: President

FOAH PROPERTIES, LLC

By:



Name: Robert Foah

Title: Member

Effective Date: 14 April, 2016

Exhibit A

In the United States

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ENGINEERING THE VISION	2,001,853	09/17/96
GEONOVA	2,144,848	03/17/98
GEONOVA	2,559,108	04/09/02
PAINTING WITH LIGHT	2,602,055	07/30/02
REAL VIRTUALITY	2,143,171	03/10/98
V (& Design)	1,961,327	03/12/96
V (& Design)	1,955,573	02/13/96
VISIONEERING	2,003,865	10/01/96
VISIONEERING	1,929,099	10/24/95
VISIONEERING	2,755,055	08/26/03

In the CTM

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
GEONOVA	000484394	11/13/98

In Canada

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
VISIONEERING	TMA539964	01/22/01