

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533971

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	LICENSE		
RESUBMIT DOCUMENT ID:	900508133		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIZBII TECHNOLOGIES, INC.		05/31/2019	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	1066 AD LLC		
Street Address:	1321 Overcreek Court		
City:	Mount Pleasant		
State/Country:	SOUTH CAROLINA		
Postal Code:	29464		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5435837	MORPHII	
Registration Number:	5226110	VIZBII	
CORRESPONDENCE DATA			
Fax Number:	8642337342		
<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:	864-271-1592		
Email:	usdocketing@dority-manning.com		
Correspondent Name:	DORITY & MANNING, P.A.		
Address Line 1:	P. O. Box 1449		
Address Line 4:	Greenville, SOUTH CAROLINA 29602-1449		
ATTORNEY DOCKET NUMBER:	FASX-1-M		
NAME OF SUBMITTER:	RICHARD M. MOOSE		
SIGNATURE:	/Richard M. Moose Reg. No. 31226/		
DATE SIGNED:	07/29/2019		
Total Attachments: 2			
source=FASX-1-M Annex A#page1.tif			
source=FASX-1-M Annex A#page2.tif			

LICENSING AGREEMENT BETWEEN VIZBII AND 1066

THIS AGREEMENT ("Agreement") is hereby made and effective as of the date of the last signature below (the "Effective Date"), between VIZBII TECHNOLOGIES, INC. of Charleston, SC 29403 (hereinafter also "VIZBII") and 1066 AD LLC of Mt. Pleasant, SC 29464 (hereinafter also "1066").

WHEREAS, VIZBII is the owner of all right, title, and interests to United States Patent No. 9,959,011 and Registration Nos. 5435837 for "MORPHII" and 5226110 for "VIZBII";

WHEREAS, 1066 has an interest in obtaining various licensing rights to United States Patent No. 9,959,011 and Registration Nos. 5435837 for "MORPHII" and 5226110 for "VIZBII";

WHEREAS, VIZBII and 1066 have concluded a controlling main Agreement between them by which 1066 provides compensation to VIZBII for licensing rights, and by which VIZBII provides such licensing rights, all pursuant to various terms and conditions of such controlling main Agreement;

VIZBII hereby grants to 1066 a worldwide, exclusive, sub-licensable, license to manufacture, make, have made, use, sell, have sold, offer for sale, market, promote, import, export, display, distribute, perform or otherwise commercialize or dispose of subject matter covered by United States Patent No. 9,959,011 for health-related outcomes in the healthcare market, from either well-care or sick-care healthcare services, and VIZBII further grants to 1066 the right to initiate action, suit, or otherwise proceed against and seek recovery from any third party who is infringing United States Patent No. 9,959,011 for health-related outcomes in the healthcare market, from either well-care or sick-care healthcare services (with VIZBII joining and/or joined, if needed), including the right for 1066 to retain any recovery therefrom for the exclusive benefit of 1066. By way of clarification, exclusivity does not cover customer, employee, and educational experience applications in the healthcare and non-healthcare markets, and all other fields which are not defined as health-related outcomes in the healthcare market, from either well-care or sick-care healthcare services


VIZBII hereby further grants to 1066 a worldwide, non-exclusive, license to manufacture, make, have made, use, sell, have sold, offer for sale, market, promote, import, export, display, distribute, perform or otherwise commercialize or dispose of subject matter covered by United States Patent No. 9,959,011 and Registration Nos. 5435837 for "MORPHII" and 5226110 for "VIZBII" in the healthcare market generally.

1066 recognizes that for any trademark and/or service mark rights licensed to 1066 per this Agreement, that VIZBII has the right to review and approve all licensed use of a mark by 1066 or its licensees and to inspect associated goods and/or services provided by 1066 or its licensees under such mark, to ensure quality and consistency of the mark and the associated goods and/or services.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their respective authorized representative on the date(s) specified below.

VIZBII TECHNOLOGIES, INC.

1066 AD LLC



Name: Julie Moreland
Title: CEO
Date: 5/31/19



Name: Alfred Fasola
Title: Authorized Member
Date: 5.31.2019