

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Invision Enterprises, Inc.		10/20/2006	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Blazer Technology LLC		
Street Address:	1270 Helmo Avenue		
City:	Oakdale		
State/Country:	MINNESOTA		
Postal Code:	55128		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78429692	GOPRINTS!	
Registration Number:	2851753	GOWRITE	
Registration Number:	2629316	DRY ERASE ANY PLACE!	
CORRESPONDENCE DATA			
Fax Number:	(703)770-7901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-663-8000		
Email:	va-logocops@pillsburywinthrop.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	2300 N Street, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	25874/000001		
NAME OF SUBMITTER:	Patrick J. Jennings		
Signature:	/Pat Jennings/		

CH \$90.00 78429692

Date:

01/12/2007

Total Attachments: 15

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ASSIGNMENT

This Assignment is by and between Larry G. Goldsmith, not individually, but as Trustee-Assignee for the Benefit of Creditors of the assets of Invision Enterprises International, Inc. ("Seller"), and Blazer Technology, LLC, a Minnesota corporation, having a principal business address at 1270 Helmo Avenue, Oakdale, Minnesota 55128 ("Blazer").

WHEREAS, pursuant to an agreement entitled Trust Agreement and Assignment for the Benefit of Creditors of Invision Enterprises International, Inc., dated September 5, 2006, and attached as Exhibit A, Invision Enterprises International, Inc. assigned to Seller, among other things, all its assets, including its intellectual property;

WHEREAS, Blazer purchased from Seller all the assets of Invision Enterprises International, Inc. pursuant to an agreement entitled Bill of Sale, attached as Exhibit B with the sales price redacted for confidentiality purposes; and

WHEREAS, Blazer and Seller wish to create an agreement suitable for recording at the U.S. Patent & Trademark Office, as well as any applicable foreign agencies, that specifically identifies certain of the assigned intellectual property.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged:

1. Seller hereby sells, assigns, transfers, and sets over to Blazer, its successors and assigns, Seller's entire right, title, and interest in and to the Patents and Patent Applications identified in Exhibit C, the inventions claimed therein, any other patent applications directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof, including the right to any past damages for infringement of any Letters Patent granted thereon; and all rights to claim priority on the basis of such applications, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the inventions in any foreign country, and all extensions, renewals, and reissues thereof; and Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Blazer, its successors and assigns, in accordance with the terms of this Assignment.

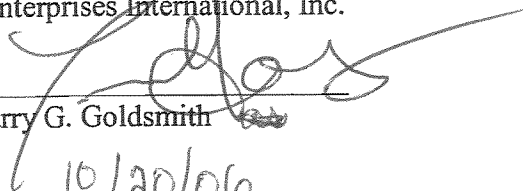
2. Seller hereby sells, assigns, transfers and sets over to Balzer, its successors, assigns and assigns, the entire, full and exclusive right, title and interest in and to the Trademarks identified in Exhibit D, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties

and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

Larry G. Goldsmith, As Trustee-Assignee for
the Benefit of Creditors of the Assets of
Invision Enterprises International, Inc.

Blazer Technology, LLC

By: 
Name: Larry G. Goldsmith
Date: 10/20/06

By: _____
Name: Carl D. Neuburger
Title: _____
Date: _____

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Larry G. Goldsmith, As Trustee-Assignee for the Benefit of Creditors of the Assets of Invision Enterprises International, Inc.

Blazer Technology, LLC

By: _____
Name: Larry G. Goldsmith
Date: _____


By: 
Name: Carl D. Neuburger
Title: Pres. ~~Blazer~~ Blazer Technology
Date: 12/05/06

EXHIBIT A

**TRUST AGREEMENT AND ASSIGNMENT
FOR THE BENEFIT OF CREDITORS
OF
INVISION ENTERPRISES INTERNATIONAL, INC.**

THIS TRUST AGREEMENT AND ASSIGNMENT FOR THE BENEFIT OF CREDITORS, is made and entered into this 5th day of September 2006, by and between Invision Enterprises International, Inc., an Illinois corporation, ("Assignor") having its principal place of business at 305 N. Eric Drive, Palatine, Illinois 60067, and Larry Goldsmith, 108 Wilmot Road, Suite 330, Deerfield, Illinois 60015-5118 ("Trustee-Assignee").

WITNESSETH:

WHEREAS, Assignor is indebted to various persons, corporations and other entities and is unable to pay its debt in full, and has decided to discontinue its business, and is desirous of transferring its property to an Assignee for the benefit of its creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors without any preference or priority, except such priority as is established and permitted by applicable law;

NOW, THEREFORE, in consideration of Assignor's existing indebtedness to its creditors, the express undertakings of the Trustee-Assignee and the mutual covenants contained herein, it is hereby AGREED:

1. **Creation and Object of Trust.** The name of this Trust shall be the Invision Enterprises International, Inc. Trust and its object shall be the orderly liquidation of the assets and property of Assignor and the distribution of the proceeds therefrom to creditors of Assignor in accordance with applicable law. Assignor hereby nominates and appoints Larry Goldsmith located at 108 Wilmot Road, Suite 330, Deerfield, Illinois 60015-5118 as Trustee-Assignee to carry out the purpose of this Trust in accordance with its terms and conditions. The Trustee-Assignee shall have the

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powers and duties hereinafter set forth, and shall receive reasonable compensation for his services and reimbursement of his expenses, including, but not limited to, reimbursement of his attorney's fees and costs. The Trustee-Assignee may serve without bond. In the event of death, inability or refusal to act, or the resignation of Larry Goldsmith as Trustee-Assignee, then in any such event, Eugene Crane shall assign and is hereby appointed a Successor Trustee-Assignee with all the duties, rights, and powers herein imposed upon and granted to Larry Goldsmith as original Trustee-Assignee.

2. **Transfer of Assets.** Assignor does hereby grant, convey, assign, transfer, and set over to the Trustee-Assignee and his Successor Trustee-Assignee all property and assets of Assignor, whatsoever and wheresoever situated, which are now, or ever have been, used in connection with the operation of Assignor's business. The property and assets transferred shall include, without limitation, the right to receive incoming mail, all real and personal property, tangible and intangible, including, without limitation, all cash on hand, bonds, bank accounts, all accounts receivable, all furniture, fixtures, equipment, leasehold improvements, inventory, parts, accessories, machinery, supplies, vehicles, works of art, documents, instruments, contracts, contract rights, leases, tax refunds, goodwill, general intangibles, patents, insurance premium and/or policy refunds, tradenames, trademarks, copyrights, franchises, service marks, and causes of action, if any such assets exist. Title to the property and assets of Assignor shall immediately vest in the Trustee-Assignee for the use and purpose hereinafter set forth.

3. **Powers and Duties of Trustee-Assignee.** The Trustee-Assignee shall have, *inter alia*, the following powers, rights, and duties:

(a) To sell and dispose of the said assets in the most practical manner and for the highest and best price reasonably obtainable, including, without limitation, the right to operate the business for a limited period of time.

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(b) To collect any and all accounts receivable owing to Assignor.

(c) To sell, or otherwise dispose of, if such exists, all real property of Assignor in such manner as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute any and all documents necessary to effectuate a sale of said real property and to convey title to same.

(d) To sell, or otherwise dispose of, if such exists, all tangible and intangible personal property of Assignor including, but not limited to, all of its machinery, equipment, inventory, service marks, tradenames, trademarks, patents, franchises, causes of action and general intangibles, at private or public sale upon such notice and upon such terms as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to employ an auctioneer to conduct such sale and to advertise the sale as the Trustee-Assignee deems best. The Trustee-Assignee shall have the power to execute bills of sale and any other documents necessary to convey title to Assignor's personal property. The Trustee-Assignee shall have the power to enter into an agreement with any party to participate in a liquidation sale with the Trustee-Assignee hereunder for the benefit of creditors.

(e) To employ attorneys, accountants, and such additional personnel to whatever extent may be necessary to handle the administration of this Trust, including the hiring of special counsel by the Trustee-Assignee should he deem it necessary to prosecute or defend any legal or equitable action or to perform such other duties as may be required in the circumstances.

(f) To require all creditors of Assignor to whom a balance is now owing to submit verified statements of their accounts.

(g) To settle any and all claims against or in favor of Assignor, with full power

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to compromise, or in the discretion of the Trustee-Assignee, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing against or in favor of Assignor.

(h) To pay the creditors of Assignor out of the monies which shall come into his hands as Trustee-Assignee according to the following priorities:

(1) First, all costs for the preservation of the Trust Assets, including the maintenance and insurance thereon, the expenses of operation, and such other administrative expenses as shall reasonably be incurred.

(2) Second, all costs and expenses incidental to the administration of the trust, including the remuneration of the Trustee-Assignee and the payment of reasonable compensation for the services of attorneys for the Trustee-Assignee. These costs and expenses shall include those costs and expenses incidental to the preparation and execution of this Trust Agreement. The Trustee-Assignee shall also have the right to pay an accountant reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for Assignor for such services as shall be rendered in aid of the administration of the Trust and its property.

(3) Third, all debts secured by assets of Assignor entitled by law to a priority.

(4) Fourth, all federal taxes of any nature whatsoever owing as of the date of this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax, and other federal income, excise, property, and employment taxes.

(5) Fifth, all state, county and local taxes of any nature whatsoever

owing as of the date of this Trust Agreement, including, but not limited to, State and county and local employment, property, sales, use and income taxes.

(6) Sixth, all payrolls, wages and other obligations to employees entitled to priority under applicable law owing as of the date of this Trust Agreement.

(7) Seventh, all other non-priority claims.

(8) The surplus, if any, of the Trust's funds, when all debts of the Trust shall have been paid in full, shall be paid and transferred to the Shareholders by the Trustee-Assignee.

All distributions to creditors shall be, within each class, prorata in accordance with the terms of each creditors indebtedness, until all such debts are paid in full. The Trustee-Assignee may make interim distributions whenever the Trustee-Assignee, in his sole discretion, accumulates sufficient funds to enable him to make a reasonable distribution.

(i) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition, including, but not limited to, abandonment of the assets and property of Assignor and the distribution of the proceeds derived therefrom to the creditors of Assignor.

4. **Rights of Creditors.** All rights and remedies of the creditors against any surety or sureties for Assignor are hereby expressly reserved and nothing herein contained shall prevent the creditors or any of them from suing any third parties or persons who may be liable to any of the creditors for any or all of their claim against Assignor, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or their security which they now hold on any property, creditors or effects of Assignor.

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5. **Administration of Trust.** This Trust shall be administered out of court. The Trustee-Assignee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee-Assignee may deem necessary, if, in his opinion, said action is desirable in connection with the administration of the Trust and any dispute or claim arising hereunder.

6. **Liability of Trustee-Assignee.** It is expressly understood and agreed that the Trustee-Assignee is to assume no personal liability or responsibility for any of his acts as Trustee-Assignee herein, but his obligation shall be limited to the performance of the terms and conditions of the Trust Agreement, in good faith and in the exercise of his best judgment.

7. **Warranties of Assignor.** Assignor hereby warrants as follows:


(a) The list of creditors delivered concurrently herewith to the Trustee-Assignee is complete and correct as reflected by the books and records of Assignor as to names of said creditors, their addresses and the amount due them.

(b) Assignor, shall perform any and all acts reasonably necessary and proper to assist the Trustee-Assignee in the orderly liquidation of Assignor's assets and the collection of monies owing the Assignor, and in the distribution of said monies and the proceeds of asset sales to Assignor's creditors, if requested to do so by the Trustee-Assignee.

8. **Acceptance by Trustee-Assignee.** The Trustee-Assignee does hereby accept the Trust herein created and agrees to faithfully perform the duties required under the same according to the best of the Trustee-Assignee's skill, knowledge, and ability. It is understood that the Trustee-Assignee shall receive reasonable compensation for his services rendered in connection with this Trust.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

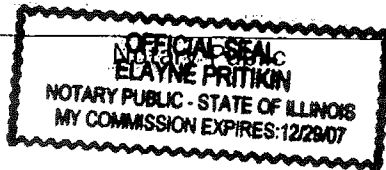


Invision Enterprises International, Inc.
By: Mark Meccia, Its President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Mark Meccia, President of Invision Enterprises International, Inc., an Illinois corporation, appeared before me this day in person and acknowledged to me that he signed the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, pursuant to directions and resolutions passed by the Stockholders and Board of Directors of said corporation, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal this 18th day of September 2006.





ACCEPTANCE

I, Larry G. Goldsmith, the Trustee-Assignee herein above named, do hereby accept the Trust herein set forth, not individually, but as Trustee-Assignee, subject to the terms and conditions contained herein.

Larry G. Goldsmith

EXHIBIT B

BILL OF SALE

In consideration of the transfer of [REDACTED] by Blazer Technology to Larry G. Goldsmith, not Individually, but as Trustee-Assignee for the Benefit of Creditors of the assets of Invision Enterprises International, Inc. ("Seller"), the receipt of which is hereby acknowledged, Seller does hereby grant, sell, transfer, convey, and deliver to Blazer Technology this date, all of his rights, title, and interest in the assets of Invision Enterprises International, Inc., which had been previously assigned to him, except cash and bank accounts. Such sale is free and clear of all liens, claims and encumbrances, but without representations or warranties of fitness or merchantability.

Date: September 29, 2006



Larry G. Goldsmith, not Individually,
but as Trustee-Assignee for the Benefit
of Creditors of the assets of Invision
Enterprises International, Inc., Seller

TRADEMARK

REEL: 003460 FRAME: 0015

EXHIBIT C

PILLSBURY MATTER NO.	PATENT NO.	PATENT APPLICATION NO.	FILING DATE
306791	6,767,591	10/702,432	November 7, 2003
309077	6,878,414	10/825,169	April 16, 2004
310147		60/610,212	September 16, 2004
312063		60/610,965	September 20, 2004
317720		11/226,423	September 15, 2005
317764		11/228,246	September 19, 2005

EXHIBIT D

PILLSBURY MATTER NO.	MARK	REGISTRATION NO.	APPLICATION NO.	FILING DATE
301597	GOWRITE	2,851,753	76/489,013	January 29, 2003