

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MFDS, Inc.	FORMERLY MagEyes, Inc.	07/07/2008	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	John Schubert		
<b>Street Address:</b>	P.O. Box 293010		
<b>City:</b>	Kerrville		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78029		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1903468	MAGEYE'S	
Registration Number:	1906393	MAGEYES	
Registration Number:	2556983	POWER YOUR VISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)236-0822		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	713-220-8184		
<b>Email:</b>	ho_ipdocketing@akingump.com		
<b>Correspondent Name:</b>	Richard A. Schafer		
<b>Address Line 1:</b>	1111 Louisiana		
<b>Address Line 2:</b>	44th Floor		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	053492.0000		
<b>NAME OF SUBMITTER:</b>	Richard A. Schafer		

CH \$90.00 1903468

Signature:	/Richard A. Schafer/
Date:	07/15/2008
<b>Total Attachments: 8</b> source=MagEyesAssignment#page1.tif source=MagEyesAssignment#page2.tif source=MagEyesAssignment#page3.tif source=MagEyesAssignment#page4.tif source=MagEyesAssignment#page5.tif source=MagEyesAssignment#page6.tif source=MagEyesAssignment#page7.tif source=MagEyesAssignment#page8.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

<sup>July Dec</sup>  
7<sup>th</sup> This Intellectual Property Assignment Agreement ("*Assignment*") is executed on the day of ~~May~~, 2008, but effective as of March 10, 2008, between MFDS, Inc., formerly known as MagEyes, Inc. (hereinafter "*MagEyes*"), a Texas corporation having an address of P.O. Box 293010, Kerrville, Texas 78029, and John Schubert (hereinafter "*Schubert*"), an individual having an address of P.O. Box 293010, Kerrville, Texas 78029.

### BACKGROUND

**WHEREAS**, MagEyes is the owner of certain Intellectual Property, including patents, trademarks, and copyrights (hereinafter the "*IP*"), and Schubert wishes to acquire ownership to the IP set forth herein; and

**WHEREAS**, the Assignment is in furtherance of the Asset Purchase Agreement between MagEyes and Schubert (hereinafter the "*Parties*") to assign the IP, executed on March 10, 2008, as amended;

**WHEREAS**, the Assignment shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof and shall be binding on the heirs, assigns, representatives and successors of MagEyes and extending to the successors, assigns, and nominees of Schubert;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 - PATENTS

1.1 MagEyes is the owner of the patents and patent applications as identified on Schedule A (collectively the "*Patents*").

1.2 MagEyes desires to assign the Patents (together with the right to sue for and collect damages for past infringement) including the entire right, title and interest in and to the inventions disclosed therein throughout the United States and the world.

1.3 Schubert desires to acquire the Patents including the entire right, title and interest in and to the inventions disclosed therein throughout the United States and the world.

1.4 MagEyes, intending to be legally bound, does hereby sell, assign, transfer and deliver unto Schubert, his successors, legal representatives and assigns, all right, title and interest in, to and under the Patents, including all other rights associated with the Patents, including, without limitation, the right to sue for and collect damages for any past infringement of the

Patents, and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the inventions disclosed in the Patents; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the invention to the full end of the term or terms for which the Patents may be granted, as fully and entirely as the same would have been held by the undersigned MagEyes had this Assignment not been made; and specifically including all rights of priority created by the Patents under any treaty, convention or law relating thereto.

1.5 MagEyes agrees and undertakes, when requested, to carry out in good faith the intent and purpose of this Agreement, to execute and deliver to Assignee, all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the inventions; all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to Schubert all facts known to MagEyes relating to the invention and the history thereof; and generally do everything possible which Schubert shall consider desirable for vesting title to the inventions in Schubert, and for securing, maintaining and enforcing proper patent protection for the inventions; all without further compensation to MagEyes.

## **ARTICLE 2 -- TRADEMARKS**

2.1 MagEyes is the owner of the registered trademarks and trademark applications as identified on Schedule B, as well as certain unregistered common law trademarks (collectively the "*Trademarks*").

2.2 MagEyes desires to assign all Trademarks (together with the right to sue for and collect damages for past infringement) owned by MagEyes, registered and unregistered, including the entire right, title and interest in and the goodwill associated therein throughout the United States and the world.

2.3 Schubert desires to acquire all Trademarks (together with the right to sue for and collect damages for past infringement) owned by MagEyes, registered and unregistered, including the entire right, title and interest in and the goodwill associated therein throughout the United States and the world.

2.4 MagEyes, intending to be legally bound, does hereby sell, convey, assign, transfer and deliver unto Schubert, his successors, legal representatives and assigns, all right, title and interest in and to all Trademarks owed by MagEyes, together with all the goodwill of the business symbolized by the Trademarks, and the registrations relating thereto.

**ARTICLE 3 – COPYRIGHTS**

3.1 MagEyes is the owner of certain registered copyrights and copyright applications as identified on Schedule C, as well as unregistered copyrights in other published and unpublished works (collectively the “*Copyrights*”).

3.2 MagEyes desires to assign all Copyrights owned by MagEyes, registered and unregistered, including all rights, title and interest in, including all work product and derivative works, without limitation throughout the world

3.3 Schubert desires to acquire all Copyrights owned, by MagEyes, registered and unregistered, including all rights, title and interest in, including all work product and derivative works, without limitation throughout the world.

3.4 MagEyes intending to be legally bound, does hereby sell, convey, assign, transfer and deliver unto Schubert, his successors, legal representatives and assigns, all right, title and interest in and to the Copyrights, including all derivative works, whether works for hire or otherwise, and rights to renew the copyright registrations, which includes, without limitation, the exclusive rights to make, sell, publish, distribute, modify, prepare derivative works, display, reproduce, transmit, perform, adapt or otherwise make use of the copyrighted work; and to sue and recover for damages for past, present and future infringements.

**IN WITNESS WHEREOF**, MagEyes and Schubert have caused the Assignment to be executed by their duly authorized officers as of the date first above written.

**MFDS, INC. (formerly known as  
MAGEYES, INC.)**

By: 

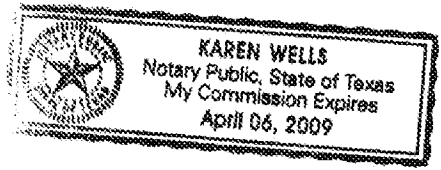
Name: Don Shaver

Title: President

STATE OF Texas )  
COUNTY OF Jefferson )ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 7<sup>th</sup> day of July, 2008, personally appeared **Don Shaver**, who acknowledged to me that he is the President of **MFDS, Inc., formerly known as MagEyes, Inc.**, who executed the within Intellectual Property Assignment Agreement on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Notary Public *Karen Wells*



My Commission Expires:

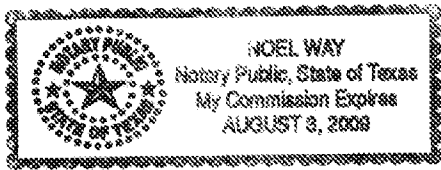
JOHN SHUBERT

By: *John Schubert*  
Name: John Schubert

STATE OF Texas )  
COUNTY OF Kerr )ss.

Before me, this 14<sup>th</sup> day of July, personally appeared **John Schubert** known to be the person who is described in and who executed the above Intellectual Property Assignment Agreement, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Notary Public *Noel Way*  
My Commission Expires: Aug 3, 2009



**Schedule A**

<b>Patent No.</b>	<b>Application No. (Publication No.)</b>	<b>Country</b>	<b>Title</b>
	3009395A	AU	Headband Magnifier
	2,407,786	CA	Apparatus for Positioning a Lens
	PCT/US95/08860	PCT	Headband Magnifier
5,548,841	08/279,548	US	Headband Magnifier
	08/678,516	US	Headband Magnifier
5,727,251	08/685,473	US	Headband Magnifier
6,595,635	09/977,184	US	Apparatus for Positioning a Magnifying Lens
6,817,711	10/441,570	US	Apparatus for Positioning a Lens
D 359,060	29/014,845	US	Headband Magnifier



**Schedule B**

<b>Registration No.</b>	<b>Country</b>	<b>Trademark</b>
1.897.350	AR	HATEYES
1893204	AR	MAGEYES
853306	AU	MAGEYES
882138	AU	HATEYES
TMA462327	CA	MAGEYE'S
TMA581,761	CA	HATEYES
609.521	CL	MAGEYES
624.981	CL	HATEYES
1983095	CN	HATEYES
239679	CO	MAGEYES
12218-01	EC	MAGEYES
1902899	EM	MAGEYES
2302693	EM	HATEYES
1.571.368	GB	MAGEYE'S
918	IS	HATEYES
4557739	JP	HATEYES
4561573	JP	MAGEYES
485965	MX	MAGEYE'S
747350	MX	HATEYES
213.390	NO	HATEYES
641483	NZ	HATEYES
070650	PE	MAGEYES
260.914	PY	MAGEYES
1,903,468	US	MAGEYE'S
1,906,393	US	MAGEYES & DESIGN
2,556,983	US	POWER YOUR VISION
328120	UY	MAGEYES
2001/12052	ZA	HATEYES

**Schedule C**

<b>Copyright No.</b>	<b>Country</b>	<b>Title</b>
VA0001261255	US	Hands positioning lens in a headband magnifier
V3509D392	US	Hands positioning lens in a headband magnifier; line drawing / Created by Graham Ward d.b.a. Roundup Graphics
VA0001261256	US	Man moving a headband magnifier with hands
V3509D390	US	Man moving a headband magnifier with hands; line drawing / Created by Graham Ward d.b.a. Roundup Graphics
VA0001261254	US	Man wearing a headband magnifier while moving a book
V3509D391	US	Man wearing a headband magnifier while moving a book; line drawing / Created by Graham Ward d.b.a. Roundup Graphics