

07/26/2011

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0551-0027 (exp. 03/31/12)



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103629592

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5/24/11

1. Name of conveying party(ies):

LIFETREE TECHNOLOGIES, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) DELAWARE  
Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance (Execution Date(s):

Execution Date(s) APRIL 19, 2011

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: GALAXY TECHNOLOGY CORP

Internal

Address: \_\_\_\_\_

Street Address: 5 KEW COURT

City: NORTHPORT

State: NY

Country: SUFFOLK Zip: 11768

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,960,052

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LIFETREE ICTM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: GALAXY TECHNOLOGY CORP.

Internal Address: \_\_\_\_\_

Street Address: 5 KEW COURT

City: NORTHPORT

State: NY Zip: 11768-1146

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: SQUARLES@GALAXYTECHNICAL.COM Authorized User Name \_\_\_\_\_

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

9. Signature:

Stephanie Quarles  
Signature

July 25 2011  
Date

STEPHANIE QUARLES  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

fee pd.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement ("**Trademark Agreement**") is entered into as of April 19, 2010 (the "**Effective Date**") by and between Lifetree Technologies, LLC, a Delaware limited liability corporation, with a principal business address of 3500 Sunrise Highway, #T111, Great River, New York 11739 ("**Assignor**") and Galaxy Technology Corp., a New York corporation, with a principal business address of 5 Kew Court, Northpoint, New York 11768 ("**Assignee**").

WHEREAS, Assignor desires to transfer all right, title, and interest in and to the trademark, LIFETREE ICTM (Registration No. 2,960,052), all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademark (the "**Trademark**").

NOW, THEREFORE, in consideration of their mutual interests and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells, conveys, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the Trademark throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademark pertain, including the right to license others under the Trademark and the right to renew any trademark registration which shall issue from the application included in the Trademark, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.
2. Assignor authorizes Assignee to record this agreement in the United States Patent & Trademark Office and in similar government offices throughout the world.
3. This Trademark Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of law.

IN WITNESS WHEREOF, the Trademark Assignment Agreement is effective as of the day and year first above written.

**ASSIGNOR:**

LIFETREE TECHNOLOGIES, LLC

By: *Patrick M. Schmidt*  
Name: Patrick M. Schmidt  
Title: Chief Executive Officer

**ASSIGNEE:**

GALAXY TECHNOLOGY CORP.

By: *Stephanie Charles*  
Name: STEPHANIE CHARLES  
Title: PRESIDENT