

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
MFDS, Inc.	FORMERLY MagEyes, Inc.	03/05/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	John Schubert		
Street Address:	PO Box 293010		
City:	Kerrville		
State/Country:	TEXAS		
Postal Code:	78029		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2669972	HATEYES	
CORRESPONDENCE DATA			
Fax Number:	(832)446-2424		
Email:	wcpatent@counselip.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Wong Cabello		
Address Line 1:	20333 SH 249 Suite 600		
Address Line 4:	Houston, TEXAS 77070		
ATTORNEY DOCKET NUMBER:	005-0007US		
NAME OF SUBMITTER:	Richard A. Schafer		
Signature:	/Richard A. Schafer/		
Date:	03/13/2012		

CH \$40.00 2669972

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

^{5th} This Intellectual Property Assignment Agreement ("Assignment") is executed on the day of ⁰³ ~~March~~ ^{10th} 2012, 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;

WHEREAS, a prior Intellectual Property Assignment Agreement executed on July 7, 2008 inadvertently omitted one trademark from Schedule B of that agreement;

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

ARTICLE 1 – TRADEMARKS

1.1 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").

1.2 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.

1.3 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.

1.4 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

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*Assignment*") is executed on the 9th day of January, 2012, 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

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1.4 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.

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: 

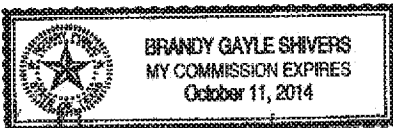
Name: Don Shaver

Title: President

STATE OF Texas
COUNTY OF Jefferson)
)ss.

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 5th day of March, 2012, 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 State of Texas Brandy Gayle Shivers
My Commission Expires: October 11, 2014



Brandy Gayle Shivers

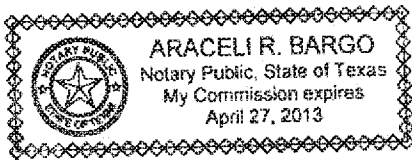
JOHN SHUBERT

By: John Schubert
Name: John Schubert

STATE OF TEXAS)
COUNTY OF KERR)ss.

Before me, this 9th day of JANUARY, 2012, 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 Araceli R. Bargo
My Commission Expires: APRIL 27, 2013



Schedule B

Registration No.	Country	Trademark
2669972	US	HATEYES