

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
L. Daniel Eaton		08/02/2011	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Michael Kaczkowski
Street Address:	220 N. Van Buren Street
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72205
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Pippa Kaczkowski
Street Address:	220 N. Van Buren Street
City:	Little Rock
State/Country:	ARKANSAS
Postal Code:	72205
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3500218	FLEXILEYZ

CORRESPONDENCE DATA

Fax Number: 5018011193
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 5013741700
 Email: Joe.Calhoun@calhounlawfirm.com
 Correspondent Name: Joe D. Calhoun
 Address Line 1: P.O. Box 251504

OP \$40.00 3500218

Address Line 4: Little Rock, ARKANSAS 72225

ATTORNEY DOCKET NUMBER:

403-01

NAME OF SUBMITTER:

Rashauna A. Norment

Signature:

/ran/

Date:

06/15/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), effective as of August 1, 2011 (the "**Effective Date**"), is entered into by **L. Daniel Eaton**, an adult individual ("**Assignor**"), in favor of **Michael and Pippa Kaczkowski**, husband and wife, ("**Assignee**").

Background

Assignor adopted, used and is using that certain trademark set forth on **Schedule A** attached hereto (the "**Mark**"), which is registered in the U.S Patent and Trademark Office. Assignor owns all right, title and interest to the Mark, including the goodwill associated therewith.

Assignor and Assignee have executed an **Asset Purchase Agreement** dated as of the date hereof (the "**Agreement**") pursuant to which Assignor has agreed to sell, transfer and assign certain intellectual property rights and other assets to Assignee, including, without limitation, the Mark. In accordance with the further terms of the Agreement, Assignor hereby desires to assign to Assignee all right, title and interest in and to the Mark, including the goodwill associated therewith and the registrations therefor.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor expressly acknowledges:

1. Assignor hereby assigns, transfers, and delivers to Assignee all of its rights, title and interest in and to the Mark, including, without limitation, the U.S. registration therefor and the goodwill of the business symbolized thereby. Assignor further assigns to Assignee all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past, present and future infringements and unauthorized uses of the Mark.

2. Assignor covenants and agrees that Assignor shall, at the request of Assignee or its counsel, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to carry out the intent of this Assignment, and to transfer and vest title in and to the Mark and to procure, maintain, enforce and protect the right, title and interest in and enjoyment of the Mark assigned, transferred and conveyed to Assignee pursuant to this Assignment; provided, however, that this Assignment shall be effective regardless of whether any such additional documents are executed.

3. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors, legal representatives, heirs and

assigns, and all others acting by, through, with or under Assignor's direction and all those in privity therewith.

4. A facsimile or photocopied signature (which may be delivered by facsimile or other electronic means) shall be deemed to be the functional equivalent of an original for all purposes.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed effective August 1, 2011.

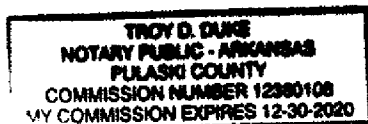

L. Daniel Eaton


STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

ACKNOWLEDGMENT

BE IT REMEMBERED, that on this date before the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned, qualified and acting, personally appeared **L. Daniel Eaton**, to me well known (or satisfactorily proven to be), and stated and acknowledged to me that he signed and executed the within and foregoing for the uses, purposes and considerations there set forth.

IN WITNESS WHEREOF, I have set my hand and seal this August 2, 2011.




Notary Public

My commission expires:

12-30-2020

Schedule A

"Flexileyz" (trademark registration # 78861019)





Trademarks > Trademark Electronic Search System (TESS)

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FLEXILEYZ

Word Mark	FLEXILEYZ
Goods and Services	IC 010. US 026 039 044. G & S: Artificial eyes. FIRST USE: 20060500. FIRST USE IN COMMERCE: 20060500
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Trademark Search Facility Classification Code	LETTER-3-OR-MORE EYZ Combination of three or more letters as part of the mark
Serial Number	78861019
Filing Date	April 13, 2006
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	November 21, 2006
Registration Number	3500218
Registration Date	September 9, 2008
Owner	(REGISTRANT) Eaton, L Daniel INDIVIDUAL UNITED STATES 2821 Kavanaugh Little Rock ARKANSAS 72205
Attorney of Record	J. Charles Dougherty
Type of Mark Register	TRADEMARK PRINCIPAL
Live/Dead Indicator	LIVE