

08/29/2012  
103648588

To the Director of the U. S. Patent and Trademark Office, \_\_\_\_\_ documents or the new address(es) below.

1. Name of conveying party(ies):

GESTURETEK, INC.

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) June 27, 2012

- 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: GESTURETEK SYSTEMS INC.

Internal \_\_\_\_\_

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

Street Address: 121 Dawes Rd.

City: Toronto

State: Ontario

Country: CANADA



Zip: M4C 5B8

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship \_\_\_\_\_
- Citizenship CANADIAN
- 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)

77/053099

B. Trademark Registration No.(s)

3087688, 3582950, 3087685, 3135350, 3546555, 3426603

Additional sheet(s) attached?  Yes  No

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

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

Name: RICHEs, McKENZIE & HERBERT LLP

Internal Address: Attn: JEFF PERVANAS

Street Address: 2 Bloor Street East, Suite 1800

City: Toronto

State: Ontario

Zip: M4W 3J5

Phone Number: 416-961-5000

Fax Number: 416-961-5081

Email Address: riches@patents-toronto.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$280.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 00000004 77053099

Authorized User Name: \_\_\_\_\_

9. Signature:

Signature

August 21, 2012

Date

JEFFREY PERVANAS (No. 41,543)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

8-29-12

## Assignment of Trade-Marks

**THIS ASSIGNMENT AGREEMENT** entered into this 27<sup>th</sup> day of June, 2012.

**BETWEEN:**

**GESTURETEK, INC.**, 455 Golden Oak Drive, Portola Valley, California 94028,  
United States of America, a corporation incorporated under the laws of the State of  
Delaware

(hereinafter referred to as the "Assignor")

OF THE FIRST PART

-and-

**VINCENT J. VINCENT ACQUISITIONS INC.**, 121 Dawes Rd, Toronto,  
Ontario, a corporation incorporated under the laws of the Province of Ontario

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

**WHEREAS** under and by virtue of an Asset Purchase Agreement, dated as of the 27<sup>th</sup> day of June, 2012 among the Assignor, GestureTek Canada Inc. and the Assignee (the "Asset Purchase Agreement"), the Assignor sold to the Assignee the Purchased Assets (as defined in the Asset Purchase Agreement) as more particularly described in the Asset Purchase Agreement, including without limitation the trade-marks described in Schedule "A" attached hereto (the "Assigned Trade-marks");

**AND WHEREAS** the Assignee is desirous of acquiring the right to use the Assigned Trade Marks;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby sells, assigns, and transfers to the Assignee the whole right, title, and interest of the Assignor in and to the Assigned Trade-marks and the registrations thereof, together with the goodwill of the business relating to the goods and or services in respect of which the Assigned Trade-marks are registered to the Assignor, including all right to sue for past, present and future infringements of the Assigned Trade-marks, the same to be held as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made. The Assignor further assigns, transfers and sets over and onto the Assignee its right, if any, to apply for and the privilege of applying for and maintaining registration of the Assigned Trade-mark in Canada and in the United States of America, the same to be held and enjoyed as fully and completely as by the Assignee had this Assignment not been made.
2. The Assignor hereby represents and warrants that the Assignor is now rightfully possessed of and entitled to, and now has good right, title and authority to sell,

assign and transfer unto the Assignee the Assigned Trade-marks and goodwill hereinbefore described and that the Assignor is registered as owner of the Assigned Trade-marks.

3. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Assigned Trade-marks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof, provided that all costs and expenses shall be borne by the Assignee, its successors or assigns.
4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and shall be governed and interpreted according to the terms thereof. Nothing contained in this instrument shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Asset Purchase Agreement. In the event of any conflict between this instrument and the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.
5. The Assignee hereby appoints Riches, McKenzie & Herbert whose full post office address in Canada is Suite 1800, 2 Bloor St. E., Toronto, Ontario, M4W 3J5, as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor.
6. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
7. This instrument shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
8. Until such time as the Secured Loan (as defined in the Asset Purchase Agreement) is paid in full and cancelled in accordance with its terms, neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned by any party (whether by operation of law or otherwise) without the prior written consent of the other parties, which shall not be unreasonably withheld. Any purported assignment, unless so consented to or permitted as provided herein, shall be void and without effect. No modification, waiver or termination of this instrument shall be binding unless executed in writing by each of the parties hereto. For clarity and for greater certainty, it is understood and agreed that this provision is not meant and shall not be construed in any way as preventing the Assignee (and its successors and assigns) from selling, conveying, pledging, granting a security interest or otherwise assigning its rights in the Assigned Trade-marks or any of them whether in the ordinary course of business or not and it is further understood and agreed that no consent whatsoever shall be required hereunder by the Assignee for such sale, conveyance, pledge, grant of a security interest or assignment of the Assigned Trade-marks or any of them. No waiver of any of the provisions of this instrument shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

9. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

*[Signatures appear on next page]*

IN WITNESS WHEREOF this Agreement has been executed by the Assignor and the Assignee on the day and the year first above written.

GESTURETEK, INC.

per:

Name: Gary Sobrega  
Title: CEO

I have authority to bind the Corporation

VINCENT J. VINCENT ACQUISITIONS INC.,

per: \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation


IN WITNESS WHEREOF this Agreement has been executed by the Assignor and the Assignee on the day and the year first above written.

GESTURETEK, INC.

per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation

VINCENT J. VINCENT ACQUISITIONS INC.,

per:   
Name: Vincent J. Lowcock aka Vincent  
Title: President

I have authority to bind the Corporation.

**SCHEDULE "A"**

Gesturextreme	Canada: 2007-03-19 – Registered – Registration Number: TMA683968 US: 2006-05-02 – Registered – Registration No: 3,087,688
GestureFX	Canada: 2010-03-11 – Registered – Registration Number: TMA761536 US: 2009-03-03 – Registered – Registration No: 3,582,950
gesturetek	Canada: 2007-03-19 – Registered – Registration Number: TMA683967 US: 2006-05-02 – Registered – Registration No: 3,087,685
ground fx	Canada: 2007-10-16 – Registered – Registration Number: TMA698677 US: 2006-08-29 – Registered – Registration No: 3,135,350
illuminate	Canada: 2009-12-11 – Registered – Registration Number: TMA755209 US: 2008-12-16 – Registered – Registration No: 3,546,555
screenxtreme	Canada: 2008-12-10 – Registered – Registration Number: TMA730647 US: 2008-05-31 – Registered – Registration No: 3,426,603
screenfx	Canada: 2009-05-27 – Registered – Registration Number: TMA740863 US: 2006-11-29 – Application – Application No: 77/053,099