

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intelli-Site, Inc		03/25/2009	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Vuance, Inc		
Street Address:	9817 S. 13th Street		
City:	Oak Creek		
State/Country:	WISCONSIN		
Postal Code:	53154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1933969	INTELLI-SITE	
CORRESPONDENCE DATA			
Fax Number:	2142105941		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-210-5940		
Email:	docket@grspc.com		
Correspondent Name:	Schultz & Associates, P.C.		
Address Line 1:	5400 LBJ Freeway		
Address Line 2:	Suite 1200		
Address Line 4:	Dallas, TEXAS 75240		
ATTORNEY DOCKET NUMBER:	45505.0103		
NAME OF SUBMITTER:	George R. Schultz		
SIGNATURE:	/george r. schultz/		
DATE SIGNED:	03/09/2016		
Total Attachments: 2			
source=TM Assign - Intelli to Vuance#page1.tif			
source=TM Assign - Intelli to Vuance#page2.tif			

OP \$40.00 1933969

TRADEMARK ASSIGNMENT

25

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") dated as of March 16, 2009, is given by Intelli-Site, Inc., a Texas corporation (the "**Assignor**"), having its principal corporate offices at 2009 Chenault Drive, Suite 110, Carrollton, TX 75006, in favor of Vuance, Inc., a Delaware corporation (the "**Assignee**").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the "**Purchase Agreement**"), which provides for the sale by Assignor to Assignee of certain Intellectual Property Assets (as defined in the Purchase Agreement) of Assignor; and

WHEREAS, Assignor and Assignee acknowledge and agree that Assignee would not be willing to enter into the Purchase Agreement without the Assignor executing this Assignment.

NOW, THEREFORE, in consideration of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereto agree as follows:

Assignor hereby sells, assigns, and transfers to the Assignee, effective the date of this assignment, all of Assignor's rights, title to, and interest in the trademark Intelli-Site (the "**Mark**"), the goodwill of the business symbolized by the Mark, the registration for the Mark with the U.S Patent and Trademark Office (Serial No. 1,933,969), said registration attached hereto as Exhibit A, and all the goodwill of the business symbolized by the Mark, the right to sue and recover damages and profits for past or future infringements of the Mark, and any interest or right which Assignor may have or otherwise own in the Mark.

Assignor hereby represents and warrants that: (i) it is the title owner of the Mark and has full authority to enter into this assignment; (ii) the Mark has not been pledged or otherwise encumbered, and is in all respects free and clear of liens and encumbrances; and (iii) Assignor has not entered into any contract or made any commitment which may impair Assignee's rights hereunder.

Assignor hereby authorizes the Assignee, its officers, and its attorneys to take all such further action and execute and deliver all further required instruments and documents to perfect this assignment and transfer of the Mark. Assignor also hereby agrees to undertake to transfer all materials relevant to the registration of the Mark to Assignee's attorney listed below:

Mitchell Shelowitz
Shelowitz & Associates PLLC
11 Penn Plaza
16th Floor
New York, NY 10001

This assignment may be filed by Assignee with the USPTO without further notice.

[Signature page follows]

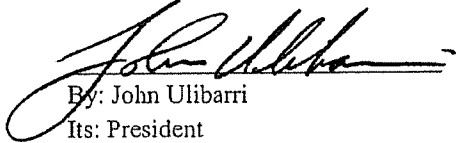
Trademark Assignment

TRADEMARK
REEL: 005748 FRAME: 0656

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by a duly authorized officer as of this 16th day of March, 2009.

INTELLI-SITE, INC.

VUANCE, INC.


By: John Ulibarri
Its: President

By: Eyal Tuchman
Its: Chief Executive Officer

Trademark Assignment