OP \$40.00 31379

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
Michael Eric Johnson		04/29/2010	INDIVIDUAL: UNITED STATES
Marcy Gail Johnson		04/29/2010	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Zilch, Inc.	
Street Address:	3 E. Legacy Point Circle	
City:	The Woodlands	
State/Country:	TEXAS	
Postal Code:	77382	
Entity Type:	CORPORATION: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3137929	ZILCH

CORRESPONDENCE DATA

Fax Number: (936)321-3856

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jwendt3@comcast.net

Correspondent Name: Jeffrey L. Wendt

Address Line 1: 34 Driftoak Circle

Address Line 4: The Woodlands, TEXAS 77381

ATTORNEY DOCKET NUMBER:	148-K001US
NAME OF SUBMITTER:	Jeffrey L. Wendt
Signature:	/Jeffrey L. Wendt/
Date:	05/03/2010

TRADEMARK REEL: 004197 FRAME: 0617

900161102

Total Attachments: 2

source=Executed assignment of Zilch TM to Zilch Inc0001#page1.tif source=Executed assignment of Zilch TM to Zilch Inc0001#page2.tif

TRADEMARK
REEL: 004197 FRAME: 0618

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made effective as of $\frac{April 27,2010}{27,2010}$ ("Assignment Date") by Marcy Gail Johnson, an individual residing at 2832 W. Wildwind Circle, The Woodlands, Texas 77380, and Michael Eric Johnson, an individual residing at 95 Alden Glen Drive, The Woodlands, Texas 77382 ("Assignors"), to Zilch, Inc., a corporation having its place of business at 8000 Research Forest Drive, Suite 230-115, The Woodlands, Texas 77382 ("Assignee").

WHEREAS, Assignors have adopted and intend to use, and thereby own, all rights, title and interests in and to the ZILCH® trademark and United States registration number 3,137,929 thereof, (the "Mark,"), along with the goodwill of the business appurtenant to said Mark; and

WHEREAS, Assignors have agreed to transfer and assign to Assignee their entire rights, title and interests in and to the Mark and its registration and the goodwill apportenant thereto;

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

- 1. Assignors do hereby irrevocably sell, assign, convey and transfer to Assignee, its successors, assigns and legal representatives, their full and entire rights, title and interests throughout the world in and to the Mark and said registration, and the attendant goodwill symbolized by the Mark, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Mark, which actions and claims arose prior to the Assignment Date.
- 2. Assignors hereby authorize and request the appropriate officers in the United States Patent and Trademark Office and all relevant non-United States Patent and Trademark Offices to issue any and all trademark registrations granted upon applications now existing or existing in the future to Assignee for the sole use and enjoyment of Assignee, and to record this Assignment for the Mark and any future applications for registration and registrations therefore in the United States and elsewhere, so as to establish Assignee as sole owner of record of the Marks, and any future applications for registration, and said registration.
- 3. Assignors further agree for themselves, their predecessors, successors, and assigns, without further consideration, to execute and have executed any and all other documents of any kind whatsoever necessary to fully secure to Assignee, or to Assignee's successors in interest or assigns, the assigned rights in the Mark, any future applications for registrations, and said registration along with the goodwill of the business appurtenant to said Mark, to provide whatever information may be required, to carry out the terms and intent of this Assignment and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment so that Assignee's ownership of the Mark, applications for registration, and said registration is duly made of record.

3

IN WITNESS WHEREOF, Assignors have caused this instrument to be executed on this day of Apoll 2010.

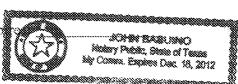
Marcy Gail Johnson

Date: 4/29/10

State of Texas §

Notary Public

My commission exp



2

RECORDED: 05/03/2010