

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
	Michael Eric Johnson		04/29/2010
	Marcy Gail Johnson		04/29/2010
			Entity Type
			INDIVIDUAL: UNITED STATES
			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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jwendt3@comcast.net		
Correspondent Name:	Jeffrey L. Wendt		
Address Line 1:	34 Drift oak 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		

OP \$40.00 3137929

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made effective as of April 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 appurtenant 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.

IN WITNESS WHEREOF, Assignors have caused this instrument to be executed on this 29th day of April, 2010.

Marcy Gail Johnson

Marcy Gail Johnson

Date: 4-29-10

[Signature]

Michael Eric Johnson

Date: 4/29/10

State of Texas §
County of Montgomery §

Before me personally appeared Marcy Gail Johnson and Michael Eric Johnson and acknowledged that they have the authority to execute this Assignment, and have acknowledged the foregoing instrument to be her/his free act and deed this 29th day of April, 2010.

[Signature]

Notary Public

My commission expires

