# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Topping Lift Capital LLC		107/19/2011	LIMITED LIABILITY COMPANY: GEORGIA

### **RECEIVING PARTY DATA**

Name:	Vystar Corporation	
Street Address:	3235 Satellite Boulevard	
Internal Address:	Building 400, Suite 290	
City:	Duluth	
State/Country:	GEORGIA	
Postal Code:	30096	
Entity Type:	CORPORATION: GEORGIA	

### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77434800	VYSTAR
Serial Number:	77434799	CREATED BY NATURE. RECREATED BY SCIENCE.
Serial Number:	77434798	VYTEX

### **CORRESPONDENCE DATA**

900197650

Fax Number: (678)553-2212

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

678-553-2100 Phone:

Email: atltrademark@gtlaw.com

Kristen L. Fancher Correspondent Name:

Address Line 1: 3290 Northside Parkway, Suite 400 Atlanta, GEORGIA 30327 Address Line 4:

065143.010000 ATTORNEY DOCKET NUMBER:

NAME OF SUBMITTER: Kristen L. Fancher

> TRADEMARK REEL: 004588 FRAME: 0332

Signature:	/kristen I fancher/
Date:	07/21/2011
Total Attachments: 3 source=2126_001#page1.tif source=2126_001#page2.tif source=2126_001#page3.tif	

TRADEMARK
REEL: 004588 FRAME: 0333

## INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

THIS INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT is made as of July 19, 2011, by TOPPING LIFT CAPITAL LLC ("Secured Party").

### WITNESSETH:

WHEREAS, Secured Party and Vystar Corporation ("Grantor") entered into that certain Intellectual Property Security Agreement dated as of March 11, 2011 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantor granted a security interest to Secured Party in, among other things, the Intellectual Property Collateral, including the patents and trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on March 16, 2011, at Reel 004562, Frame 0098, and on March 18, 2011, at Reel 025980, Frame 0833, Reel 025980, Frame 0838, Reel 025981, Frame 0224 and Reel 025981, Frame 0256; and

WHEREAS, Secured Party no longer has an interest in the Intellectual Property Collateral described in the Security Agreement; and

WHEREAS, Grantor has requested that Secured Party release its lien on the Intellectual Property Collateral described in the Security Agreement and reassign the same to Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby releases any and all claims, liens, and other encumbrances arising under the Security Agreement and reassigns any and all rights, titles and interests conveyed thereunder, without any representation, recourse or undertaking by Secured Party, to Grantor.

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IN WITNESS WHEREOF, Secured Party has caused this Intellectual Property Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

TOPPING LIFT CAPITAL LLC

By: \_

Name

INTELLECTUAL PROPERTY RELEASE AND REASSIGNMENT

# SCHEDULE 1

## **INTELLECTUAL PROPERTY**

- 1. Patent Registrations
  - (a) US number 6,906,126 issued on June 14, 2005
  - (b) US number 7,056,970 issued on June 6, 2006
- 2. Trademark Registrations
  - (a) US serial number 77434800 (registration number 3640830)
  - (b) US serial number 77434799 (registration number 3640829)
  - (c) US serial number 77434798 (registration number 3640828)
- 3. Patent Applications
  - (a) US application number 11988498 filed June 29, 2010
  - (b) US application number 12356355 filed January 20, 2009
  - (c) US application number 11096421 filed April 4, 2005
  - (d) PCT/US05/25018
  - (e) PCT/US09/031445

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RECORDED: 07/21/2011

TRADEMARK
REEL: 004588 FRAME: 0336