

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
Vuzix Corporation		06/15/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	TDG Acquisition Company, LLC
Street Address:	517 Locust Place
City:	Sewickley
State/Country:	PENNSYLVANIA
Postal Code:	15637
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3478846	GMD
Serial Number:	85136685	ODIN
Registration Number:	3387883	TAC-EYE

CORRESPONDENCE DATA

Fax Number: 4129181199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4129181100
 Email: pboss@metzlewis.com
 Correspondent Name: Barry I. Friedman
 Address Line 1: 11 Stanwix Street, 18th Floor
 Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	4312/002
NAME OF SUBMITTER:	Barry I. Friedman

Signature:	/bif33695/
Date:	06/22/2012
Total Attachments: 3 source=trademark assignment#page1.tif source=trademark assignment#page2.tif source=trademark assignment#page3.tif	

TRADEMARK ASSIGNMENT

This is an Assignment, having an effective date of June 15, 2012, by and between:

Vuzix Corporation, a Delaware corporation, having its principal office and place of business at 75 Town Centre Drive, Rochester, New York 14623 (the "**Assignor**"); and

TDG Acquisition Company, LLC, a Delaware corporation (hereafter "**Assignee**"), having its principal office and place of business at 517 Locust Place, Sewickley, Pennsylvania 15637.

Assignor owns certain trademark, service mark and/or other rights in the names and/or marks identified or otherwise illustrated in Schedule A, hereto (the "**Intellectual Property**"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all goodwill of Assignor's business associated with said Intellectual Property as set forth in Schedule A together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor represents that with respect to its property identified in Schedule A, to its knowledge, it has sole, exclusive, valid and unencumbered title to the Intellectual Property of Schedule A, and will convey title that is clear of any liens, mortgages, security interests, licenses or other agreements or encumbrances thereon or thereto. Assignor further agrees to waive all rights and privileges to attack the validity of any or all of any trademark registrations included in or which issue from said Intellectual Property, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

VUZIX CORPORATION

By: [Signature]
Name: Paul Travers
Title: CEO

STATE OF New York :
: ss.
COUNTY OF Monroe :

On this 15th day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared Paul J. Travers who acknowledged himself to be the CEO of Vuzix Corporation, a Delaware corporation, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of Vuzix Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

STEVEN WARD
NOTARY PUBLIC-STATE OF NEW YORK
No. 01-WA6062329
Qualified in Monroe County
My Commission Expires August 06, 2013

[Signature]
Notary Public

TDG Acquisition Company, LLC,

By: [Signature]
Name: James P Balet
Title: Secretary

STATE OF Pennsylvania :
: ss.
COUNTY OF Allegheny :

On this 15th day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared James P. Balet, who acknowledged himself to be the Secretary of TDG Acquisition Company, LLC, a Delaware corporation, and declared that as such officer, he duly executed the foregoing Trademark Assignment for the purposes therein contained, and is entitled to sign the Assignment document alone and on behalf of TDG Acquisition Company, LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dawn K. Sweeney, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires April 12, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
Notary Public

SCHEDULE A

TITLE	COUNTRY	FILED	APP. NO	REG	REG. NO	STATUS	Status
GMD & DESIGN	CANADA	1-Oct-07	1366653	27-Oct-10	TMA780, 850	REGISTERED	T
	EUROPE	3-Oct-07	6330625	11-Sep-08	6330625	REGISTERED	T
	United States	3-Apr-07	77/147,625	5-Aug-08	3478846	REGISTERED	T
ODIN	United States	23-Sep-10	85/136,685			ABANDONED	T
TAC-EYE	CANADA	12-Sep-07	1364495	20-May-09	TMA740,374	REGISTERED	T
	EUROPE	14-Sep-07	6277909	18-Aug-08	6277909	REGISTERED	T
	United States	14-Mar-07	77/130,928	26-Feb-08	3387883	REGISTERED	T