

## 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
	Jean-Claude Zenni Jr		12/10/2012
			Entity Type
			INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Frank Cheng		
Street Address:	10401 SW 64th ST		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33173		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3981834	LOGIC
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3057203051		
Email:	ipofrank@yahoo.com		
Correspondent Name:	Frank Cheng		
Address Line 1:	10401 SW 64th ST		
Address Line 4:	Miami, FLORIDA 33173		
NAME OF SUBMITTER:	Frank Cheng		
Signature:	/Frank Cheng/		
Date:	12/21/2012		
Total Attachments: 4 source=Logic sale#page1.tif source=Logic sale#page2.tif source=Logic sale#page3.tif source=Logic sale#page4.tif			

OP \$40.00 3981834

## TRADEMARK SALE AGREEMENT

This Trademark Sale Agreement ("Agreement") is entered into on December 10, 2012 by and between JEAN-CLAUDE ZENNI, JR., an individual, whose address is [79 SW 12 ST] ("Seller") and FRANK CHENG, an individual, whose address is [10401 SW 45] ("Buyer"). #3410  
MIAMI, FL 33173 MIA, FL 33130

### RECITALS

- A.** Seller and Buyer are co-owners of the word mark "LOGIC" and its stylized form, registered with the United States Patent and Trademark Office under registration number 3981834 (the "Mark").
- B.** Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's rights and interest in the Mark, under the terms and conditions set forth in this Agreement.

### AGREEMENT

- 1. Recitals.** The foregoing recitals are incorporated herein and made an integral part of this Agreement.
- 2. Sale and Purchase.** Seller hereby sells to Buyer, and Buyer hereby buys from Seller, all of Seller's rights and interest in the Mark.
- 3. Purchase Price.** The total purchase price paid for the Mark shall be \$1.00 (one dollar).
- 4. Instruments of Transfer.** To accomplish the conveyance contemplated in this Agreement, each party shall execute any other documents as reasonably may be requested by Buyer, in form and substance reasonably satisfactory to Buyer.
- 5. Representations and Warranties of Seller.** Seller makes the following representations or warranties to Buyer:
  - a. The Seller has good, absolute, and marketable title to his 50% ownership interest in the Mark, free from all liens, claims, and encumbrances. The Seller has the unfettered right, power, and authority to sell his 50% ownership interest in the Mark pursuant to this Agreement. Delivery of Seller's 50% ownership interest in the Stock to the Buyer as contemplated by this Agreement will vest unencumbered title to the Mark in the Buyer.
  - b. Seller has the capacity to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been, and each other document, instrument or agreement to be executed and delivered by Seller in connection with the transaction contemplated hereunder will, upon such delivery, be duly executed and delivered by each Seller and constitutes, or upon such execution and delivery will be, the valid and legally binding obligation of Seller, enforceable against him in accordance with its terms and conditions.
- 6. General Release.** In consideration of Seller selling and transferring all of his rights and interest in the Mark to Buyer, Buyer, for himself and his heirs, representatives and assigns, and all entities controlled by him (collectively, the "Releasers") does hereby fully and forever waive, surrender, release, remit and discharge Seller, his heirs, representatives and assigns ("Releasees") from any and all causes and causes of action, suits, debts, dues, sums of money,

accounts, guarantees, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasors ever had, now have, or may have, against the Releasees for, upon, or by reason of any matter, cause, or thing whatsoever, based on any action, omission, or event whatsoever related to any claims arising or accruing after the date of this Agreement.

7. Costs. Any and all applicable sales, transfer, documentary, use, filing, recording, and other taxes, costs, and fees relating to the transfer of title to the Mark shall be paid by Buyer.

8. Notices. Any notice, communication, request, approval, or consent that may be given or is required to be given under the terms of this Agreement shall be in writing, and shall be sent certified mail, return receipt requested, to the address for each party shown on the first page of this Agreement.

9. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any of its provisions.

10. Entire Agreement. This Agreement constitutes the entire Agreement of the parties and may not be amended or modified except in a writing signed by both parties. All prior understandings and Agreements between the parties are merged in this Agreement, which alone fully and completely expresses their understanding.

11. Successors. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, and personal representatives.

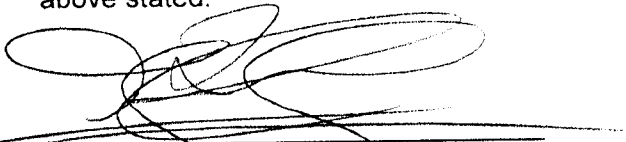
12. Governing Law and Venue. This Agreement shall be governed in its enforcement, construction, and interpretation by the laws of the state of Florida. Venue for any action brought on the basis of this Agreement shall lie in Miami-Dade County, Florida. In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals.

13. Invalidity of Provisions. The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other terms, conditions, provisions, or covenants of this Agreement.

14. Attorney's Fees. In the event of any legal action to enforce the terms and conditions of this Agreement or related to a breach thereof, the prevailing party shall be entitled to recover all costs of such actions, including attorney's fees and paralegal fees and all other legal expenses and costs at all pre-suit, trial and appellate levels.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated.



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JEAN-CLAUDE ZENNI JR.  
"Seller"



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FRANK CHENG  
"Buyer"

**BILL OF SALE**

This BILL OF SALE dated as of 10 December, 2012, is issued from JEAN-CLAUDE ZENNI JR. ("Seller"), to FRANK CHENG ("Buyer").

Buyer and Seller are parties to a Trademark Sale Agreement as of December 10, 2012 (the "Purchase Agreement"). The execution and delivery of this Bill of Sale is an obligation of the Seller under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

1. Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

2. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, the word mark "LOGIC" and its stylized form, registered with the United States Patent and Trademark Office under registration number 3981834 (the "Mark").

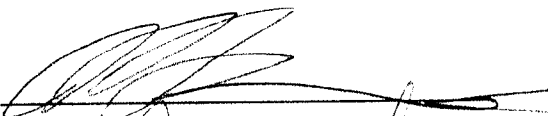
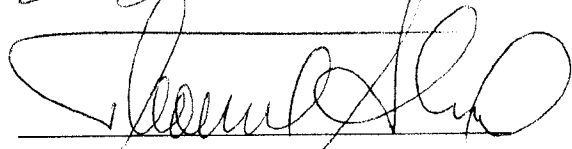
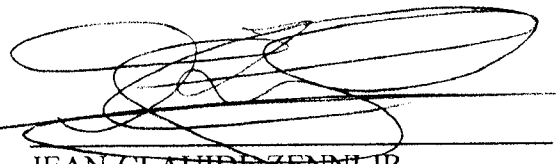
3. Notwithstanding any other provision of this Bill of Sale to the contrary, nothing contained in this Bill of Sale shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of Seller set forth in the Purchase Agreement, nor shall this Bill of Sale expand or enlarge any remedies under the Purchase Agreement, including, without limitation, any limits on indemnification specified therein. This Bill of Sale is intended only to effect the transfer of certain property to be transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

4. Seller hereby warrants to Buyer that he is the lawful owner of the Mark and has the right to sell and transfer it to the Buyer; the Mark is free from all liens and encumbrances; and Seller will defend the sale of the Mark against the lawful claims and demands of others.

**IN WITNESS WHEREOF**, I/We have hereunto set my/our hand and seal this 10th day of December, 2012

Signed sealed and delivered in the presence of:

Witnesses

  
  
  
JEAN-CLAUDE ZENNI JR.