OP \$115.00 854135

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM378778

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liquid Icon, Inc.		03/23/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BriXun Corporation	
Street Address:	3129 Tiger Run Court, Suite 212	
City:	Carlsbad	
State/Country:	CALIFORNIA	
Postal Code:	92010	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	85413571	GASKET
Serial Number:	85434273	
Serial Number:	85464102	HELLFIRE
Serial Number:	85414705	T FLEX

CORRESPONDENCE DATA

Fax Number: 5108988748

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

using a lax number, if provided, if that is unsuccessful, it will be sent via 05 ma

Phone: 5108988748

Email: siubingn@gmail.com

Correspondent Name: Eric Baker

Address Line 1:3129 Tiger Run Court, Suite 212Address Line 4:Carlsbad, CALIFORNIA 92010

NAME OF SUBMITTER:	Eric Baker
SIGNATURE:	/EB/
DATE SIGNED:	03/31/2016

Total Attachments: 5

source=IntellectualPropertySalesAgreement#page1.tif source=IntellectualPropertySalesAgreement#page2.tif source=IntellectualPropertySalesAgreement#page3.tif

> TRADEMARK REEL: 005762 FRAME: 0341

source=IntellectualPropertySalesAgreement#page4.tif source=IntellectualPropertySalesAgreement#page5.tif

TRADEMARK REEL: 005762 FRAME: 0342

INTELLECTUAL PROPERTY SALE AGREEMENT

This Intellectual Pr	roperty Sale Agreei	nent (the "Agreer	nent") is made and	d effective	
<u> </u>	20/6 between	BriXun Corpora	ation (the "Buyer	") and Liquid	Icon, Inc. (the
"Seller").				•	

WHEREAS, Seller is the owner of certain Intellectual Property identified in detail in Schedule A and Schedule B attached to this Agreement; and

WHEREAS, Buyer, wishes to irrevocably acquire the entire rights, title, and interest in the identified Intellectual Property and exploit such property.

NOW, the parties intent to be legally bound and agree as follows:

1. DEFINITIONS

- "Technology" means any technology owned by Seller and sold to the Buyer including, without limitation, all Intellectual Property Rights and Technical Information.
- "Intellectual Property Rights" means all Patents, Trade Marks, Copyrights, System Designs, and other intellectual property rights whether registered or not, owned by Seller and sold to the Buyer, relating to the Intellectual Property described in Schedule A and Schedule B.
- "Documents" includes all information fixed in any tangible medium of expression in whatever form or format, and copies thereof.
- "Technical Information" means all know-how and related technical knowledge of the Seller, relating to the Intellectual Property described in Schedule A and Schedule B including, without limitation:
 - (a) All trade secrets and other proprietary know-how, public information, non-proprietary know-how and invention disclosures;
 - (b) Any information of a technical or business nature regardless of its form;
 - (c) All documented research, developmental, demonstration or engineering work;
 - (d) All information that can be or is used to define a design or process or procedure, produce, support or operate material and equipment;
 - (e) All other drawings, blueprints, patterns, plans, flow charts, equipment, parts lists, software and procedures, specifications, formulas, designs, technical data, descriptions, related instructions, manuals, records and procedures.

2. SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY

Seller hereby irrevocably sells and transfers to Buyer all rights, title, and interest (including but not limited to, all registration rights, all rights to prepare derivative works, all goodwill and all other rights), in and to the Intellectual Property.

3. CONSIDERATION

In consideration for the sale of rights and assignment set forth in Article 2, Buyer shall pay Seller the sum of One Dollar (\$1.00), payable no later than 15 days after this Agreement becomes effective.

1 | 3 Page

4. REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer:

- (a) Seller has the right, power and authority to enter into this Agreement;
- (b) Seller is the exclusive owners of all right, title and interest in the Technology free of any security interest, charge or encumbrance;
- (c) Seller warrants that all documents, computer records, disks and other materials of any nature of kind containing the Technology or any portion thereof have been turned over to Buyer, and that Seller will not retain the Technology, or any portion thereof, in any form whatsoever after the closing of the within transaction except as specifically permitted hereunder;
- (d) The Intellectual Property does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Seller's rights in the Intellectual Property;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. ENTIRE AGREEMENT

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. AMENDMENT

This Agreement may be amended only by a writing signed by both parties.

7. SEVERABILITY

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

2 | 3 Page

TRADEMARK
REEL: 005762 FRAME: 0344

9. GOVERNING LAW

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the California, USA.

SELLER: Liquid Icon, Inc.

BUYER: BriXun Corporation

Eric Baker, President

Eric Baker, President

Schedule A

Liquid Icon Patents

Туре	Patent Number	Name	Date of Registration
Design Patent	D715848	Sunglasses frame	10/21/2014
Design Patent	D696713	Eyeglass front	12/31/2013
Utility Patent	6581430	Prescription insert for sunglasses	4/26/2011

Schedule B

Liquid Icon Trademarks

Туре	Serial number	Name	Date of Registration
Trademark	85413571	GASKET	5/1/2012
Trademark	85434273	ICON DESIGN	5/1/2012
Trademark	85464102	HELLFIRE	5/1/2012
Trademark	85414705	T FLEX	11/27/2012

TRADEMARK REEL: 005762 FRAME: 0346

State of A	rizona
County of	Yuma

On MORCH 25 .2016 before me, GRAUCIA ESPINOZA

Notary Public, personally appeared <u>ERIC BAKER</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the Instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(MCL)

Grackés Espinoza
Notary Public
Yuma County, Artorna
Ny Comm. Espinos (19-22-17

Signature

TRADEMARK REEL: 005762 FRAME: 0347

RECORDED: 03/31/2016