OP \$40.00 1469007

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM420629

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
East Texas Lighthouse for the Blind		03/22/2017	Non-Profit Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Horizon Industries, Inc.	
Doing Business As:	East Texas Lighthouse for the Blind	
Street Address:	500 N. Bois D'Arc Ave.	
City:	Tyler	
State/Country:	TEXAS	
Postal Code:	75702	
Entity Type:	Non-Profit Corporation: TEXAS	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1469007	SOFT-TECH

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 903-597-8311

Email: patrickbell@potterminton.com

Correspondent Name: Patrick Bell
Address Line 1: 110 N. College
Address Line 2: 500 Plaza Tower
Address Line 4: Tyler, TEXAS 75702

NAME OF SUBMITTER:	Patrick Bell, Attorney
SIGNATURE:	/Patrick Bell/
DATE SIGNED:	03/22/2017

Total Attachments: 3

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> TRADEMARK REEL: 006015 FRAME: 0863

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is made effective this <u>2</u> day of March 2017, by and between East Texas Lighthouse for the Blind, a Texas non-profit corporation ("<u>Assignor</u>"), and Horizon Industries, Inc., a Texas non-profit corporation ("<u>Assignee</u>").

WHEREAS, Assignor is the sole owner of the trademark(s), including any and all goodwill of the business connected with the use of, and symbolized by the trademark and corresponding registrations, set forth on the Schedule A attached hereto (the "Trademark");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee, the entire right, title and interest in and to the Trademark, together with all goodwill of the business associated therewith, symbolized thereby, the same to be held and enjoyed by said Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, and the right to sue and to recover damages and profits and all other remedies for past infringement thereof and collect same for Assignee's sole use and enjoyment.
- 2. Representations. Assignor represents and warrants that, (i) Assignor is the registered owner of the entirety of the rights in the Trademark, free of any liens, security interests or other claims, and (ii) the Trademark is valid and enforceable without exception, and (iii) Assignor has the full authorization and authority to enter into this Assignment and grant the assignment herein, and (iv) that Assignor, and any of Assignor's predecessors in interest, has continuously and properly used the Trademark in commerce since their respective registrations, and (v) that no person or entity is authorized, permitted, or licensed by Assignor to use the Trademark, and (vi) Assignor will not directly or indirectly through any other person or organization, use the Trademark or authorize, permit, or license any other party to use the Trademark, and (vii) to Assignor's knowledge, no third party is using or claiming the right to use the Trademark, and (viii) Assignor has not licensed or otherwise authorized any third party to use the Trademark.
- 3. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[Signature Pages Follow]

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TRADEMARK
REEL: 006015 FRAME: 0864

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR:

EAST TEXAS LIGHTHOUSE FOR THE BLIND

IN WITNESS WHEREOF, Assignee has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNEE:

HORIZON INDUSTRIES, INC.

Name: Lee Tillson

Title: UP of Operations

Schedule A

Reg. No. Trademark Reg. Date Int'l Class

1469007 Soft-Tech 12/15/87 016

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RECORDED: 03/22/2017

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