503762972 03/31/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3809619

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT				
CONVEYING PARTY	DATA					
			Name Execution Da			
LIQUID ICON, INC.				03/23/2016		
RECEIVING PARTY						
Name:	BRIXU	BRIXUN CORPORATION				
Street Address:	3129 TI	GER	RUN COURT, SUITE 212			
City:	CARLS	CARLSBAD				
State/Country:	CALIFC	RNI	٩			
Postal Code:	92010					
Property Typ			Number			
Patent Number: D			715848			
Patent Number: D69		D696	5713			
Patent Number:	Patent Number: 65814		430			
CORRESPONDENCE						
Fax Number:		(510)	898-8748			
		· /	e-mail address first; if that is unsuc	cessful, it will be sent		
•	-		hat is unsuccessful, it will be sent v	ria US Mail.		
			988748			
Email:	:	siubir	ngn@gmail.com			
Email: Correspondent Nam	e:	siubir ERIC	ngn@gmail.com BAKER			
Email:	e:	siubir ERIC 3129	ngn@gmail.com			
Email: Correspondent Nam Address Line 1: Address Line 4:	e:	siubir ERIC 3129	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010			
Email: Correspondent Nam Address Line 1: Address Line 4: NAME OF SUBMITTE	e:	siubir ERIC 3129	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER			
Email: Correspondent Nam Address Line 1: Address Line 4:	e:	siubir ERIC 3129	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER /EB/			
Email: Correspondent Nam Address Line 1: Address Line 4: NAME OF SUBMITTE SIGNATURE:	e:	siubir ERIC 3129	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER /EB/ 03/31/2016			
Email: Correspondent Nam Address Line 1: Address Line 4: NAME OF SUBMITTE SIGNATURE: DATE SIGNED:	e:	siubir ERIC 3129	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER /EB/	eclaration (37 CFR 1.63).		
Email: Correspondent Nam Address Line 1: Address Line 4: NAME OF SUBMITTE SIGNATURE: DATE SIGNED: Total Attachments: 5	e:	siubir ERIC 3129 CARI	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER /EB/ 03/31/2016 This document serves as an Oath/Do	eclaration (37 CFR 1.63).		
Email: Correspondent Nam Address Line 1: Address Line 4: NAME OF SUBMITTE SIGNATURE: DATE SIGNED: Total Attachments: 5 source=IntellectualProp	e: R:	siubir ERIC 3129 CARI	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER /EB/ 03/31/2016 This document serves as an Oath/Do	eclaration (37 CFR 1.63).		
Email: Correspondent Nam Address Line 1: Address Line 4: NAME OF SUBMITTE SIGNATURE: DATE SIGNED: Fotal Attachments: 5	e: R: DertySalesA	siubir ERIC 3129 CARI Greer	ngn@gmail.com BAKER TIGER RUN COURT, SUITE 212 LSBAD, CALIFORNIA 92010 ERIC BAKER /EB/ 03/31/2016 This document serves as an Oath/Do ment#page1.tif ment#page2.tif	eclaration (37 CFR 1.63).		

PATENT REEL: 038160 FRAME: 0515

INTELLECTUAL PROPERTY SALE AGREEMENT

This Intellectual Property Sale Agreement (the "Agreement") is made and effective $\frac{2432423}{2016}$ between BriXun Corporation (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 knowhow 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.

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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.

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.

March 23, 2016

IN WITNESS WHEREOF, the parties have executed this Agreement on <u>March</u> 25, 2016 in Carlsbad, California with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SELLER: Liquid Icon, Inc.

BUYER: BriXun Corporation

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Eric Baker, President

)_____

Eric Baker, President

Schedule A

Liquid Icon Patents

Type	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				

State of Arizona County of <u>Yuma</u>

On

March 23 ,2016 before me, Gravela Espino29

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.

Jule-Signature



RECORDED: 03/31/2016