

## PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT4700817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GAMEFACE, INC.	07/19/2017
PIENIADZE, INC.	07/19/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LAUZON AND ASSOCIATES
<b>Street Address:</b>	11481 SNOW CREEK AVENUE
<b>City:</b>	LAS VEGAS
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89135
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D635866
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)872-5769
<i>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.</i>	
<b>Phone:</b>	3178725700
<b>Email:</b>	b.lauzon@att.net
<b>Correspondent Name:</b>	BRIAN A. LAUZON
<b>Address Line 1:</b>	11481 SNOW CREEK AVENUE
<b>Address Line 4:</b>	LAS VEGAS, NEVADA 89135
<b>NAME OF SUBMITTER:</b>	BRIAN A LAUZON
<b>SIGNATURE:</b>	/Brian A Lauzon/
<b>DATE SIGNED:</b>	11/22/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
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EXHIBIT "A"

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of July 19, 2017 is made by GAMEFACE, INC. and/or PIENIADZE, INC. ("Assignor"), both Indiana Corporations, located at 1555 West Oak Street, Suite 100, Zionsville, IN 46077, in favor of LAUZON AND ASSOCIATES ("Assignee"), a Nevada Company, located at 11481 Snow Creek Ave, Las Vegas, NV 89135, the assignee of certain assets of the Assignor pursuant to a Settlement Agreement between Assignor and Assignee, dated as of July 19, 2017 ("Settlement Agreement"). Within this Patent Assignment the Assignor and Assignee each are on occasion referred to separately as the "Party" and collectively as "Parties."

WHEREAS, in the event of a Final Uncurable Default under the terms of the Settlement Agreement, Assignee shall be entitled to enforce this Patent Assignment including certain intellectual property of Assignor;

WHEREAS, Assignor is executing and delivering this Patent Assignment, for recording with the United States Patent and Trademark Office and any other corresponding entities or agencies in any applicable jurisdiction; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Patent Assignment.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following ("Assigned Patents") in the event of Final Uncurable Default under the terms of the Settlement Agreement:

(a) the patents and patent applications set forth in "Attachment A" attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Patent Assignment. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. Terms of the Settlement Agreement. The Parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Settlement Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Settlement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Settlement Agreement and the terms hereof, the terms of the Settlement Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule.

7. Severability. If one or more provisions of this Patent Assignment are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. If the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Patent Assignment, (ii) the balance of the Patent Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Patent Assignment will be enforceable in accordance with its terms.

8. Advice of Counsel. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS ASSIGNMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS ASSIGNMENT. THIS ASSIGNMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

9. Authority to Sign and Corporations in Good Standing. The Parties are each duly organized and in good standing under the laws of Indiana, and each person executing this Patent Assignment, on behalf of each respective Party, has full power to execute and deliver this Patent Assignment, each Party having taken all necessary action to do so.

10. Attorney Fees. Should either Party, or any heir, personal representative, successor or assign of either Party, resort to litigation to enforce this Assignment, the Party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs (including all court costs) in such litigation from the Party against whom enforcement was sought.

11. Indemnification. Assignor agrees to indemnify Assignee and hold Assignee harmless from all claims, demands, and liabilities, including costs and attorneys' fees to which Assignee is subjected by reason of any breach by Assignor of this Patent Assignment, as well as any act or omission by Assignor under this Patent Assignment.

Assignee agrees to indemnify Assignor and hold Assignor harmless from all claims, demands, and liabilities, including costs and attorneys' fees to which Assignor is subjected by reason of any breach by Assignee of this Patent Assignment, as well as any act or omission by Assignee under this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

PIENIADZE, INC.

By: *Stacy Smallwood*

Name: *Stacy Smallwood*

Title: *Owner*

Address for Notices: *2230 Stafford Rd Site 115  
Plainfield, IN 46168*

GAMEFACE, INC.

By: *Stacy Smallwood*

Name: *Stacy Smallwood*

Title: *Owner / Founder*

Address for Notices: *Same as above*

AGREED TO AND ACCEPTED:

LAUZON AND ASSOCIATES

By: *[Signature]*

Name: Brian A. Lauzon

Title: President/CEO

Address for Notices:  
11481 Snow Creek Ave  
Las Vegas, NV 89135

**ATTACHMENT "A"**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patent Description:**

United States Design Patent: **Paint Stick Dispenser**

Patent number: **US D635,866 S**

Dated: **April 12, 2011**

Inventor: **Stacy Smallwood, Plainfield, IN (US)**

Assignee: **GameFace, Inc., Zionsville, IN (US)**

Term: **14 years**

Appl. No.: **29/317,482**

Filed **4-30-2008**