

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Spirt Avert AG	FORMERLY Nextrom Holding S.A.	08/06/2008	COMPANY: SWITZERLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Nextrom Oy
<b>Street Address:</b>	Ensimmainen savu
<b>City:</b>	Vantaa
<b>State/Country:</b>	FINLAND
<b>Postal Code:</b>	01510
<b>Entity Type:</b>	COMPANY: FINLAND

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2799567	NEXTROM
Registration Number:	2568798	

**CORRESPONDENCE DATA**

**Fax Number:** (703)836-2787  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 703-836-6400  
**Email:** email@oliff.com  
**Correspondent Name:** Oliff & Berridge, PLC  
**Address Line 1:** P.O. Box 320850  
**Address Line 4:** Alexandria, VIRGINIA 22320-4850

<b>ATTORNEY DOCKET NUMBER:</b>	101313
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**DOMESTIC REPRESENTATIVE**

**Name:**  
**Address Line 1:**

**CH \$65.00 2799567**

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Thomas J. Pardini

Signature:

/Thomas J. Pardini/

Date:

10/20/2008

Total Attachments: 5

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# Trademark Assignment Agreement

This Trademark Assignment (this "Assignment") is made as of August 6<sup>th</sup>, 2008, by and between Spirt Avert AG, a Swiss company ("Assignor"), (former Nextrom Holding S.A., having had a place of business at Rue de la Gare 15, 1110 Morges, Switzerland), and Nextrom Oy, a Finnish company ("Assignee") having a place of business at Ensimmäinen savu, 01510 Vantaa, Finland.,

## RECITALS

**Whereas** Assignor is the sole and exclusive owner of all right, title, and interest in the United States Trademarks specified as follows,

Ctry	Status	Application Number	Filing Date	Trademark Number	Issue Date	Agent	Agent Ref #
US	Registered	75/541968	24.8.1998	2799567	30.12.2003	BENJON	SXA2352
US	Registered	75/541673	27.8.1998	2568798	14.5.2002	BENJON	SXA2353

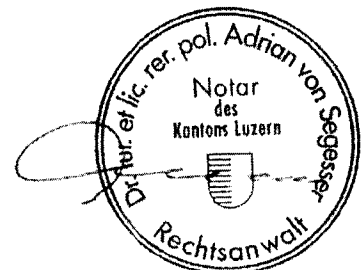
together with the goodwill of the business pertaining thereto (collectively referred to as the "Trademark Property"); and

**Whereas** Assignor and Assignee have entered into IPR Purchase Agreement dated as of Sept. 27, 2005, pursuant to which Assignor has agreed to sell, transfer, and deliver to the Assignee the Trademark Property and pursuant to which Assignee has agreed to acquire all of the right, title, and interest in and to the Trademark Property.

**Now, therefore,** in consideration of the foregoing premises, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the Assignor and Assignee hereby agree as follows:

1. Grant. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademark Property, together with the goodwill of the business pertaining thereto, the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringements of the Trademark Property, along with the right to sue for injunctive relief and collect damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives in the United States to the end of the term or terms for which such Trademark Property are or may be registered as fully and entirely to the same extent as the same would have been held and enjoyed by Assignor.

2. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademark Property and related rights in Assignee.





3. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection, to issue the same to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by its duly authorized representative, this 6<sup>th</sup> day of August, 2008.

Spirit Avert AG (former Nextrom Holding S.A.)

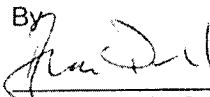
Nextrom Oy

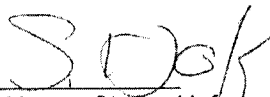
Assignor

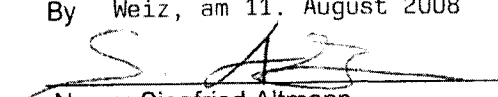
Assignee

By

By Weiz, am 11. August 2008

  
Name: Daniel Buchter

  
Name: Stefan Hofer

  
Name: Siegfried Altmann

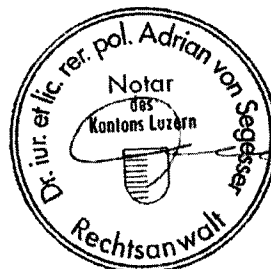
On this 6<sup>th</sup> day of August, in the year of 2008, before me Dr. Adrian von Segesser, Notary public of the canton Lucerne, Switzerland, Kapellplatz 1, 6004 Lucerne, personally appeared Mr. Daniel Buchter, born 11<sup>th</sup> January 1968, from Tiengen/Germany, resident in 5616 Meisterschwanden, Seefeldstrasse 4, Switzerland, and Stefan Hofer, born 3<sup>th</sup> April 1975, from Hasle/BE, resident in 6005 Lucerne, Sonnenbergstrasse 27, Switzerland, known to me to be the legalized signatories of the corporation Spirit Avert AG (former Nextrom Holding S.A.) that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public in and for Said

County and State

O-No. 5011



**APOSTILLE**

(Convention de La Haye du 5 octobre 1961)

1. Country: Swiss Confederation, Canton of Lucerne  
This public document

2. has been signed by  
*Adrian von Sargenter*

3. acting in the capacity of  
*notary public*

4. bears the seal/stamp of  
*notary public of Lucerne*

Certified

5. at Lucerne

6. the *6. 8. 2008*

7. by the Chancery of State of the Canton of Lucerne

8. no. *2910/2008*

10. signature

9. seal/stamp

*M. Bigner*  
Monika Bigner



TRADEMARK

REEL: 003872 FRAME: 0801

**BRZ: 1119/2008**

Ich bestätige die Echtheit der Unterschrift des Herrn **Ingenieur Siegfried ALTMANN**, geboren am 15.07.1966 (fünfzehnten Juli neunzehnhundertsechundsechzig), Angestellter, Zeil 203, 8223 Stubenberg am See als Geschäftsführer der Firma **Nextrom OY**, mit dem Sitz in Ensimmäinen savu, PO Box 44, 01511 Vantaa, Finnland. -----  
Weiz, am 11.08.2008 (elften August zweitausendacht). -----

Finanzamtsgebühr von € 13,20 entrichtet.  
Dr. Alexander Starkel, öffentlicher Notar, Weiz



A handwritten signature in black ink, appearing to be "Dr. Starkel". Below the signature, the text "Dr. Notar" is printed in a small font.

