

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Furitechnics Group Pty Ltd		09/02/2008	COMPANY: AUSTRALIA
Furitechnics Pty Ltd.		09/02/2008	COMPANY: AUSTRALIA
Furitechnics USA, Inc.		09/02/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Furi Brands, Inc.		
Street Address:	6049 Slauson Avenue		
City:	City of Commerce		
State/Country:	CALIFORNIA		
Postal Code:	90040		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77120999	DIAMOND FINGERS	
CORRESPONDENCE DATA			
Fax Number:	(303)473-2720		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303-473-2865		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Tracy Baker		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	56489.0190		
NAME OF SUBMITTER:	Ester Martin Maillaro		
Signature:	/Ester Martin Maillaro/		

OP \$40.00 77120999

900120253

REEL: 003884 FRAME: 0795

**TRADEMARK**

Date:

11/07/2008

**Total Attachments: 13**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "**Assignment**") is made and entered into as of this 2<sup>nd</sup> day of September, 2008 by Furitechnics Group Pty Ltd ACN 113 245 757, an Australian company ("**Parent**"), Furitechnics Pty Ltd. ACN 052 937 345, an Australian company ("**AU Sub**"), and Furitechnics USA, Inc., a Delaware corporation ("**US Sub**"), in favor of Furi Brands, Inc., a Delaware corporation ("**Assignee**"). In this Assignment, Parent, AU Sub and US Sub are sometimes hereinafter collectively referred to as "**Assignors**."

Assignors confirm and acknowledge that:

A. Assignors and Assignee have heretofore entered into that certain Asset Purchase Agreement dated August 29, 2008 (the "**Agreement**"). Except for terms specifically defined in this Assignment, the capitalized terms used in this Assignment shall have the same meanings as such terms when used in the Agreement.

B. Concurrently with the execution and delivery of this Assignment, Assignors and Assignee are consummating the transactions contemplated by the Agreement. Pursuant to the Agreement, Assignors are required to execute and deliver this Assignment at the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree that:

1. Assignors do hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts, all right, title and interest of Assignors in, to and under the Marks throughout the world, any registrations and applications for registration thereof, and the goodwill of the Business connected with the use thereof and symbolized thereby, free and clear of all Liens, including, but not limited to, the Marks described on Schedule 1 attached hereto; all rights to apply for registrations for any thereof and any other rights corresponding thereto with full benefit of priority therein as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignors have or may have in profits and damages for past, present and future infringements of the Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

2. Assignors hereby agree that they shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations provided for in the Agreement, render effective the consummation of the transactions contemplated hereby and thereby, more effectively to vest in Assignee beneficial and record title to the Marks, and to put Assignee in actual possession and operating control of such Marks.

3. Notwithstanding anything to the contrary herein, Assignors and Assignee are executing and delivering this Assignment in accordance with the Agreement. This Assignment

is subject to all of the terms and conditions of the Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Assignors or Assignee thereunder.

4. This Assignment may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Assumption, but all the counterparts shall together constitute but one and the same instrument. Each counterpart may be delivered by facsimile transmission or portable data format (PDF), which transmission shall be deemed delivery of an originally executed document.

5. This Assignment shall be binding upon Assignors and their successors and assigns and shall inure to the benefit of Assignors and Assignee and their respective successors and assigns.

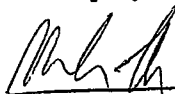
6. This Assignment shall be governed by, and construed in accordance with, the laws of the United States with respect to trademark issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

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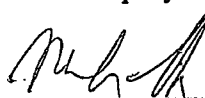
IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date first written above.

**ASSIGNORS:**

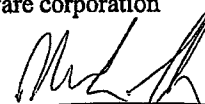
**FURITECHNICS GROUP PTY LTD,**  
ACN 113 245 757,  
An Australian company

By:   
Name: MARK HENRY  
Its: DIRECTOR

**FURITECHNICS PTY LTD,**  
ACN 052 937 345,  
An Australian company

By:   
Name: MARK HENRY  
Its: DIRECTOR

**FURITECHNICS USA, INC.,**  
A Delaware corporation

By:   
Name: MARK HENRY  
Its: PRESIDENT

Agreed and Accepted as of  
the date first above written.

**ASSIGNEE:**

**FURI BRANDS, INC.,**  
A Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

***[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]***

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the date first written above.

**ASSIGNORS:**

**FURITECHNICS GROUP PTY LTD,**  
ACN 113 245 757,  
An Australian company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FURITECHNICS PTY LTD,**  
ACN 052 937 345,  
An Australian company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

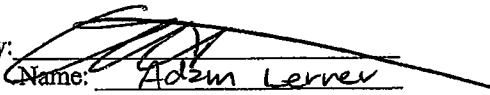
**FURITECHNICS USA, INC.,**  
A Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted as of  
the date first above written.

**ASSIGNEE:**

**FURI BRANDS, INC.,**  
A Delaware corporation

By:   
Name: Adam Lerner  
Its: CEO

***[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]***

**SCHEDULE 1**

**MARKS**

See attached.

B. TRADE MARKS

1. DIAMOND FINGERS

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	898524	18/12/2001	Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class.	In force to 18/12/2011
b.	MADRID PROTOCOL (European Community)	930008	29/05/2007	Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class.	In force to 29/05/2017
c.	U.S.A.	77/120,999	03/02/2007	Knife and blade sharpeners for use by chefs and cooks and for kitchen use; knife and blade cutting, edge grinding, sharpening, polishing and honing machines for use by chefs, cooks and for kitchen use; components of knife and blade sharpeners for use by chefs, cooks and for kitchen use,	



namely, bases used to hold knife and blade sharpeners, replacement cutters, and knife sharpening strips.

2. Qti Label

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	901683	30/01/2002	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	In force to 30/01/2012
	U.S.A.	2766817	30/07/2002	Knives, namely chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing machines; multi-function hand tools	In force to 23/9/2013

comprised of pliers, spanners, knives,  
blades, screwdrivers, scissors in Class 8.

3. **TECH EDGE**

<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
AUSTRALIA	967960	28/8/2003	Knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments; components, parts and accessories therefor in this class.	In force to 28/8/2013

4. **FROGGY**

<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
AUSTRALIA	1190406	27/07/2007	Knives, including chef's knives, kitchen knives and paring knives; choppers; blades for knives and choppers; knife, chopper and blade sharpeners; knife, chopper and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class.	Awaiting Registration Certificate

C.T.M.	006183529	09/08/2007	Knives, including chef's knives, kitchen knives and paring knives; choppers; blades for knives and choppers; knife, chopper and blade sharpeners; knife, chopper and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; cutting boards.	Awaiting Examiner's Report
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U.S.A.	77/106355	13/02/2007	Knives, including chef's knives, kitchen knives and paring knives; choppers; blades for knives and choppers; knife, chopper and blade sharpeners; knife, chopper and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; cutting boards.	Awaiting Examiner's Report
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5. EAST/WEST

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	1097688	6/02/2006	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing	In force to 6/02/2016

				and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	
b.	MADRID PROTOCOL (European Community/ *U.S.A.)	897481	4/08/2006	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	In force to 4/08/2016
c.	*U.S.A.	3302909	4/08/2006	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions	Registered (as part of Madrid)

such as pliers, spanners, knives, blades,  
screwdrivers, scissors and the like in  
one unit.

6. furi

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	772268	7/9/1998	Knives.	In force to 7/9/2008

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
b.	AUSTRALIA	1189063	20/07/2007	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	Response to exam. report filed 30/11/2007

c.	MADRID PROTOCOL (China/ European Community)	941952	02/02/2007	Knives, including chef's knives, kitchen knives and paring knives; blades for knives; knife and blade sharpeners; knife and blade cutting edge grinding, sharpening, polishing and honing equipment and instruments in this class; multi-tools being combinations of small hand tool functions such as pliers, spanners, knives, blades, screwdrivers, scissors and the like in one unit.	Awaiting Registration Certificate
d.	USA	2,563,823	23/04/2002	Professional cooking knives, namely, chef knives, paring knives and kitchen knives and related accessories.	
7.	FURITTAN				
	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	828449	2/03/2000	Knives and kitchen tools/gadget.	In force to 2/03/2010

8. **COOKINSITU**

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	AUSTRALIA	855273	31/10/2000	Knives (chef, kitchen, paring).	In force to 31/10/2010

9. **(COLOR ORANGE APPLIED TO KNIFE HANDLES)**

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	USA	3,723,024	31/07/2007	Knives; professional cooking knives, namely, chef knives and kitchen knives.	Declaration of Use due 31/7/2013

10. **GUSTO-GRIP**

	<u>Country</u>	<u>Trade Mark No.</u>	<u>Date</u>	<u>Goods</u>	<u>Status</u>
a.	USA	3,360,230	25/12/2007	Knives; professional cooking knives, namely, chef knives and kitchen knives.	Declaration of Use due 25/12/2013