

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Splashpower Limited		04/30/2008	CORPORATION: UNITED KINGDOM
Amway (Europe) Limited		12/30/2008	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alticor Inc.		
<b>Street Address:</b>	7575 Fulton Street East		
<b>City:</b>	Ada		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	49355		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3067072	SPLASHPOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(616)787-4306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	616-787-1163		
<b>Email:</b>	john.seurnyck@alticor.com		
<b>Correspondent Name:</b>	Alticor Inc.		
<b>Address Line 1:</b>	7575 Fulton Street East		
<b>Address Line 2:</b>	John Seurnyck 78-2G		
<b>Address Line 4:</b>	Ada, MICHIGAN 49355		
<b>NAME OF SUBMITTER:</b>	John Seurnyck		
<b>Signature:</b>	/John Seurnyck/		

CH \$40.00 3067072

Date:

02/20/2009

**Total Attachments: 11**

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source=splashpower - assignment 2 - amway europe to alticor#page3.tif

[ 30 April ] 2008

(1) SPLASHPOWER LIMITED  
IN ADMINISTRATION

-AND-

(2) GRAHAM PAUL BUSHBY & LYNN ROBERT BAILEY as  
JOINT ADMINISTRATORS

-AND-

(3) AMWAY (EUROPE) LIMITED

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ASSIGNMENT OF TRADE MARKS

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Ref: JES/CLP/2681408-1

2734705.2

**TRADEMARK**  
**REEL: 003939 FRAME: 0744**

THIS ASSIGNMENT is made the 30 day of April 2008

## PARTIES

- (1) **SPLASHPower LIMITED (IN ADMINISTRATION)** (Registered in England and Wales company number 04239596) whose registered office is care of 5<sup>th</sup> Floor Exchange House, 446 Midsummer Boulevard, Central Milton Keynes Bucks MK9 2EA acting by the Administrators ("Assignor");
- (2) **GRAHAM PAUL BUSHBY AND LYNN ROBERT BAILEY** both of Baker Tilly Restructuring and Recovery LLP of St Philips Point, Temple Row, Birmingham B2 5AF ("the Administrators"); and
- (3) **AMWAY (EUROPE) LIMITED** (Registered in England and Wales company number [02417986]) whose registered office is at St Annes House, Caldecotte Lake Drive, Caldecotte Business Park, Caldecotte, Milton Keynes MK7 8JU ("Assignee").

## RECITALS

- (A) The Administrators were appointed as joint administrators of the Assignor by the directors of the Assignor on the 26<sup>th</sup> March 2008 pursuant to paragraph 22 of Schedule B1 to the Insolvency Act 1986.
- (B) The Assignor (acting by the Administrators) has agreed to sell such right, title and interest as it may have (if any) in the trade marks and/or trade mark applications set out in the Schedule ("Trade Marks") and the Assignee is willing to buy the Trade Marks on that basis.
- (C) The Assignee is entering into this Assignment having made such inspection of the appropriate registers and such investigation as it thinks fit and in full knowledge and acceptance of the terms of this Assignment and in particular (but without limitation) the fact that no assurances, warranties or representations as to the Assignor's right, title or interest in any of the Trade Marks are given and that the risk of good title not passing hereunder to the Assignee is the Assignee's and that since it is contracting with a company in administration the terms of this Assignment are reasonable.

IT IS AGREED as follows:

### 1. Assignment

- 1.1 The Assignor assigns to the Assignee such right, title and interest as it may have (if any) in the Trade Marks and all and any goodwill existing in the Trade Marks (if any) absolutely.
- 1.2 For the avoidance of doubt, this assignment of the Trade Marks shall include such right as the Assignor may have for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings against any third party for infringement of any rights therein whether taking place before or after the date of this Assignment).

### 2. Exclusion of Joint Administrators' Personal Liability and Warranties

- 2.1.1 The Administrators have entered into and signed this Assignment as agents for or on behalf of the Assignor and neither they, their firm, members, partners, employees, advisers, representatives or agents shall incur any personal liability whatever in respect of any of the obligations undertaken by the Assignor or in respect of any failure on the part of the Assignor to observe, perform or comply with any such obligations or under

or in relation to any associated arrangements or negotiations or under any document or assurance made pursuant to this Assignment. The Administrators are party to this Assignment in their personal capacities only for the purpose of receiving the benefit of the exclusions, limitations, undertakings, covenants and indemnities in their favour contained in this Assignment.

- 2.1.2 All representations (whether made innocently, negligently or otherwise but not fraudulently), warranties, conditions and stipulations, express or implied, statutory, customary or otherwise in respect of the Trade Marks or any of the rights, title and interest transferred or agreed to be transferred pursuant to this Assignment are expressly excluded (including without limitation, warranties and conditions as to title, quiet possession, quality, fitness for the purpose and description).
- 2.1.3 Unless otherwise required by law (and then only to that extent), the Assignor and the Administrators and each of them shall not be liable for any loss or damage of any kind whatsoever, consequential or otherwise arising out of or due or caused by any defect or deficiencies in any of the Trade Marks.
- 2.1.4 The Assignee agrees that the terms of this Assignment and exclusion and limitations contained in it are fair and reasonable having regard to the following:
  - 2.1.4.1 that this is an assignment by an insolvent company in circumstances where it is usual that no representations and warranties can be given by or on behalf of the Assignor and/or the Administrators;
  - 2.1.4.2 that the Assignee has relied solely upon the Assignee's own opinion and/or professional advice concerning the Trade Marks; and
  - 2.1.4.3 that the Assignee, its servants, employees, agents, representatives and advisors have been given every opportunity it or they may wish to have to examine and inspect all or any of the Trade Marks and all relevant documents relating to them and to obtain information from the Assignor and/or the Administrators relating to the Trade Marks.
- 2.1.5 The Assignee acknowledges that for the avoidance of doubt, the statutory charge in paragraph 99 of Schedule B1 to the Insolvency Act 1986 shall not apply to any breach by the Assignor of any of its obligations under this Assignment.

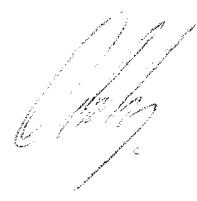
### 3. General

- 3.1 This Assignment may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered will be an original, but all the counterparts will together constitute one and the same agreement.
- 3.2 The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it other than members of the Administrators or the Administrators' solicitors' firms.

- 3.3 Each party shall, subject as otherwise expressly provided in this Assignment, pay its own legal, accountancy and other costs, charges and expenses incurred in connection with this Assignment.
- 3.4 This Assignment is governed by and interpreted in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

**IN WITNESS OF THE ABOVE** the parties have Executed and Delivered this Assignment as a Deed on the date written at the head of this Assignment.

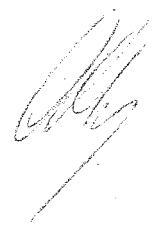
SIGNED and delivered as a deed by )  
GRAHAM BOSTBY )  
one of the Administrators for and on behalf of )  
the Assignor acting as agent and without personal liability )



in the presence of:

Witness VJ Conway  
Name 111 Edmund St B3  
Address  
Occupation Solicitor

SIGNED and delivered as a deed by )  
one of the Administrators on behalf of )  
both of them in the presence of:



Witness VJ Conway  
Name 111 Edmund St B3  
Address  
Occupation Solicitor

EXECUTED and delivered as a Deed by  
the Assignee acting by two directors or  
a director and the Company Secretary

.....  
Director/Company Secretary

.....  
Director

SIGNED and delivered as a deed by )  
)  
one of the Administrators for and on behalf of )  
the Assignor acting as agent and without personal liability )

in the presence of:

Witness

Name

Address

Occupation

SIGNED and delivered as a deed by )  
one of the Administrators on behalf of )  
both of them in the presence of:

Witness

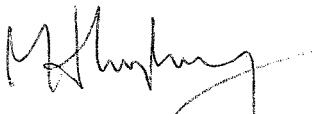
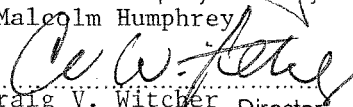
Name

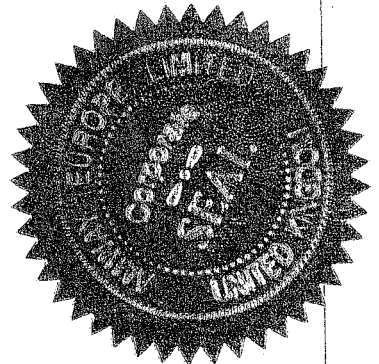
Address

Occupation

EXECUTED and delivered as a Deed by  
the Assignee acting by two directors or  
a director and the Company Secretary

Amway (Europe) Limited

  
.....  
Director/Company Secretary  
Malcolm Humphrey  
  
.....  
Craig V. Witcher Director




2734706.2



**SCHEDULE**

**Trade Marks**

Word mark: Splashpower				
	Class	Number	Filing Date	
UK	9/16/42	2334417	10/06/2003	
Japan	9	4791111	30/07/2004	
Community	9/16/42	3572583	05/12/2003	
China	9	3838711	10/12/2003	
S Korea	9	720460	10/12/2003	
USA	9	3067072	05/12/2003	
Canada	9	1374196		
Australia	9	1040154	02/02/2005	
RSA	9	2005/02054	02/02/2005	
India	9	1337190	07/02/2005	
Russia	9	300808		


Device mark: 				
	Class	Number	Filing date	
UK	9/16/42	2334416	10/06/2003	
Japan	9	4770674	14/05/2004	
Community	9/16/42	3574829	06/12/2003	
China	9	3838710		
S. Korea	9	615686	10/12/2003	
USA	9	3031075	05/12/2003	
Canada	9	1374199		
Australia	9	1040402	03/02/2005	
RSA	9	2005/02121	03/02/2005	
India	9	480205	07/02/2005	
Russia	9	303903	07/02/2005	
Brazil	9	827201400	23/02/2005	

Word mark: Splashpad				
	Class	Number	Filing Date	
UK	9/16/42/45	2458236	27/11/2007	
Japan	9	1205569		
Community	9/16/42/45	6494058		
China	9			
HK	9	300999875		
S. Korea	9	63655/2007		
USA	9	77/344,566		
Canada	9	1273479		
Australia	9	1211917		
Taiwan	9	96057707		



## SCHEDULE A

Word Mark: SPLASHPOWER				
Country	Class	Appl. No.	Reg. No.	Filing Date
Australia	9	1040154	1040154	2/2/2005
Brazil	9	829610332		2/27/2008
Canada		1374196		11/30/2007
China P.R.	9	3838711	3838711	12/10/2003
Community Trademark	9, 16, 42	3572583	3572583	5/12/2003
Hong Kong	9	301057086		2/22/2008
India	9	1337190	720389	2/8/2005
Japan	9	2003108278	4791111	12/5/2003
Korea	9	4020060037278	40072046	7/20/2006
Russian Federation	9	2005702118	300808	2/3/2005
South Africa	9	200502051		2/3/2005
Taiwan	9	97008033		2/26/2008
United Kingdom	9, 16, 42	2334417	2334417	6/10/2003
United States	9	76566777	3067072	12/5/2003

Device Mark:				
				
Country	Class	Appl. No.	Reg. No.	Filing Date
Australia	9	1040402	1040402	2/3/2005
Brazil	9	827201400		2/23/2005
Canada		1374199		11/30/2007
China P.R.	9	3838710	3838710	12/10/2003
Community Trademark	9, 16, 42	3574829	3574829	6/12/2003
Hong Kong	9	301057653	301057653	2/22/2008
India	9	1337192	480205	2/8/2005
Japan	9	2003108280	4770674	12/5/2003
Korea	9	4020030054650	4020050000921	12/10/2003
Russian Federation	9	2005702379	303903	2/7/2005
South Africa	9	200502121	200502121	2/3/2005
Taiwan	9	97008034		2/26/2008
United Kingdom	9, 16, 42	2334416	2334416	6/10/2003
United States	9	76566776	3031075	12/5/2003

Word Mark: SPLASHPAD				
Country	Class	Appl. No.	Reg. No.	Filing Date
Australia	9	1211917	1211917	11/22/2007
Canada		1373479		11/26/2007
China P.R.	9	6433242		12/12/2007
Community Trademark	9, 16, 42, 45	6494058		11/27/2007
Hong Kong	9	300999875	300999875	11/23/2007

Japan	9	2007120569		12/3/2007
Korea	9	4020070063655		12/11/2007
Taiwan	9	96057707	1323498	12/7/2007
United Kingdom	9, 16, 42, 45	2458236	2458236	6/12/2007
United States	9	77344566		12/5/2007