# 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
Hugh Y. Okuda		10/02/2006	INDIVIDUAL: UNITED STATES
David Black		10/23/2006	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	3061868 Canada, Inc.	
Street Address:	5764 Pare Street	
Internal Address:	Attention: Legal Department	
City:	Montreal	
State/Country:	QUEBEC	
Postal Code:	H4P 2M2	
Entity Type:	CORPORATION: CANADA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0868378	AUTOSTART

## **CORRESPONDENCE DATA**

Fax Number: (760)599-1389

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7605991398

Email: christie.biggs@deiholdings.com

Correspondent Name: DEI Headquarters, Inc.

Address Line 1: One Viper Way

Address Line 2: Attention: Legal Department Address Line 4: Vista, CALIFORNIA 92081

NAME OF SUBMITTER:	Crystal Biggs
Signature:	//CRYSTAL BIGGS//

REEL: 004032 FRAME: 0331

**TRADEMARK** 

Date:	07/27/2009
Total Attachments: 8	
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This ASSIGNMENT OF TRADEMARK is made as of the  $\frac{2nd}{2nd}$  day of  $\frac{0ctober}{2nd}$ , 2006, by HUGH Y. OKUDA, whose address is 337 Uluniu Street, Suite 203, Kailua, Hawaii, 96734, and DAVID BLACK, whose address is 17 Barkentine Road, Rancho Palos Verdes, California 90275, jointly as "Assignors," in favor of 3061868 CANADA INC., a corporation organized under the laws of Canada, the principal office and mailing address of which is 5764 Paré Street, Montreal, Quebec, H4P 2M2, as "Assignee," with reference to the following facts:

- A. On April 22, 1969, the trademark "AUTOSTART" (the "Mark") was registered by Systematics, Inc., a Minnesota corporation, in the United States Patent and Trademark Office as Registration No. 868,378. The registration was renewed on March 20, 1989. A copy of said registration is attached hereto as Exhibit "A".
- B. On September 22, 2004, Systematics, Inc., assigned all of its right, title and interest in and to the Mark to Assignors.
- C. Assignors have agreed to sell and assign the Mark to Assignee, and Assignee has agreed to purchase the Mark from Assignors.

NOW, THEREFORE, Assignors agree as follows:

- 1. Assignment of Mark. For a valuable consideration paid to Assignors by Assignee, receipt of which is hereby acknowledged by Assignors, Assignors do hereby sell, assign, transfer and convey to Assignee all of Assignors' right, title and interest in and to the Mark, together with any and all interest of Assignors in and to the goodwill of the business with which the Mark has heretofore been used or associated and which is symbolized by the Mark.
- 2. Rights Included. This Assignment of the Mark includes the use of the Mark throughout the United States and anywhere else in the world where the Assignors may have the right to use the Mark, and also includes any and all claims the Assignors may have, whether known or unknown, against all other persons for infringement of the Mark, and all rights of the Assignors to sue for and recover damages and lost profits therefrom and injunctive and other relief on account thereof. This Assignment also includes any and all rights or interest Assignors may have in and to the following expired patents and the technology heretofore protected by such patents: United States Patent No. 3,102,961 dated September 9, 1963; United States Patent No. 3,569,724 dated March 9, 1971; United States Patent No. 3,684,988 dated August 15, 1972; Canadian Patent No. 909,360 dated September 5, 1972; Canadian Patent No. 913,767 dated October 31, 1972; and Canadian Patent No. 939,707 dated January 8, 1974.

ASSIGNMENT OF TRADEMARK

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- 3. <u>Duty of Cooperation</u>. Assignors agree to cooperate with Assignee in perfecting this Assignment and Assignee's rights in the Mark and in registering this Assignment with the United States Patent and Trademark Office. Assignors agree to execute and deliver at the request of Assignee all papers, instruments and assignments, and to perform any other reasonable acts Assignee may request, in order to vest all of Assignors' rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignors.
- 4. <u>Execution in Counterparts</u>. This Assignment may be executed in counterparts, and all counterpart copies may be detached and reassembled as one instrument containing multiple original signature pages, but all counterpart copies taken together shall constitute but one Assignment.

IN WITNESS WHEREOF Assignors have executed this Assignment on the dates set forth below but effective as of the date first written above.

ASSIGNOR:		
Nu 407		
Hugh Y. Okuda	David Black	
Date: _OCF. 2 2006	Date:	

ASSIGNMENT OF TRADEMARK

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STATE OF HAWAII	)
CITY AND COUNTY OF HONOLULU	) ss: )
	ay that he is one of the Assignors named in the at he executed said instrument as his own free
	CAMI D. Waldera
	Notary Public, State of Hawaii June D. Galdeira
	My commission expires: 01/24/10

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STATE OF CALIFOR	RNIA	)
COUNTY OF		) ss: )
	, 2006, before me appeared DAVID n, did say that he is one of the Assignors named in the lged that he executed said instrument as his own free	
		Notary Public, State of California
		My commission expires:

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This ASSIGNMENT OF TRADEMARK is made as of the  $2^{\rm nd}$  day of  $\underline{\rm October}$ , 2006, by HUGH Y. OKUDA, whose address is 337 Uluniu Street, Suite 203, Kailua, Hawaii, 96734, and DAVID BLACK, whose address is 17 Barkentine Road, Rancho Palos Verdes, California 90275, jointly as "Assignors," in favor of 3061868 CANADA INC., a corporation organized under the laws of Canada, the principal office and mailing address of which is 5764 Paré Street, Montreal, Quebec, H4P 2M2, as "Assignee," with reference to the following facts:

- A. On April 22, 1969, the trademark "AUTOSTART" (the "Mark") was registered by Systematics, Inc., a Minnesota corporation, in the United States Patent and Trademark Office as Registration No. 868,378. The registration was renewed on March 20, 1989. A copy of said registration is attached hereto as Exhibit "A".
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- C. Assignors have agreed to sell and assign the Mark to Assignee, and Assignee has agreed to purchase the Mark from Assignors.

NOW, THEREFORE, Assignors agree as follows:

- 1. <u>Assignment of Mark</u>. For a valuable consideration paid to Assignors by Assignee, receipt of which is hereby acknowledged by Assignors, Assignors do hereby sell, assign, transfer and convey to Assignee all of Assignors' right, title and interest in and to the Mark, together with any and all interest of Assignors in and to the goodwill of the business with which the Mark has heretofore been used or associated and which is symbolized by the Mark.
- 2. Rights Included. This Assignment of the Mark includes the use of the Mark throughout the United States and anywhere else in the world where the Assignors may have the right to use the Mark, and also includes any and all claims the Assignors may have, whether known or unknown, against all other persons for infringement of the Mark, and all rights of the Assignors to sue for and recover damages and lost profits therefrom and injunctive and other relief on account thereof. This Assignment also includes any and all rights or interest Assignors may have in and to the following expired patents and the technology heretofore protected by such patents: United States Patent No. 3,102,961 dated September 9, 1963; United States Patent No. 3,569,724 dated March 9, 1971; United States Patent No. 3,684,988 dated August 15, 1972; Canadian Patent No. 909,360 dated September 5, 1972; Canadian Patent No. 913,767 dated October 31, 1972; and Canadian Patent No. 939,707 dated January 8, 1974.

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- 4. Execution in Counterparts. This Assignment may be executed in counterparts, and all counterpart copies may be detached and reassembled as one instrument containing multiple original signature pages, but all counterpart copies taken together shall constitute but one Assignment.

IN WITNESS WHEREOF Assignors have executed this Assignment on the dates set forth below but effective as of the date first written above.

ASSIGNOR:	
	David Block
Hugh Y. Okuda	David Black
Date:	Date: 10/23/06

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STATE OF CALIFORNIA	
COUNTY OF LOS Angeles	SS:
On this 23rd day of OCtober	, 2006, before me appeared DAVID
BLACK, who being by me duly sworn, did say	that he is one of the Assignors named in the
foregoing instrument and acknowledged that	he executed said instrument as his dwn free
act and deed.	

Notary Public, State of California

My commission expires: \_

MONICA ANNE SHARPE Commission # 1670753 Notary Public - California Los Angeles County My Comm. Expires Jun 1, 2010

Mul. 2010

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STATE OF HAV	VAII	)
CITY AND COU	NTY OF HONOLULU	) ss: )
OKUDA, who be	ing by me duly sworn,	, 2006, before me appeared HUGH Y did say that he is one of the Assignors named in the ed that he executed said instrument as his own free
		Notary Public, State of Hawaii
		My commission expires:

**RECORDED: 07/27/2009** 

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