

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
Cadillac Rubber & Plastics, Inc.		12/31/2008	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	DTR VMS Limited		
Street Address:	Bumpers Farm Industrial Estate, Bumpers Way		
City:	Chippenham, Wiltshire		
State/Country:	UNITED KINGDOM		
Postal Code:	SN14 6NF		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2873079	DURABUSH	
CORRESPONDENCE DATA			
Fax Number:	(616)742-1010		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6167423500		
Email:	trademarks@mcgarrybair.com		
Correspondent Name:	Mary C. Bonnema, McGarry Bair PC		
Address Line 1:	32 Market Avenue SW, Suite 500		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	71949-6		
DOMESTIC REPRESENTATIVE			
Name:	Mary C. Bonnema, McGarry Bair PC		
Address Line 1:	32 Market Avenue SW, Suite 500		
Address Line 4:	Grand Rapids, MICHIGAN 49503		

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**TRADEMARK
 REEL: 004076 FRAME: 0919**

NAME OF SUBMITTER:	Mary C. Bonnema
Signature:	/Mary C. Bonnema/
Date:	10/12/2009
Total Attachments: 5 source=G0496039#page1.tif source=G0496039#page2.tif source=G0496039#page3.tif source=G0496039#page4.tif source=G0496039#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS DEED IS MADE ON THE 31 DAY OF DECEMBER 2008.

(A) WHEREAS, Cadillac Rubber & Plastics, Inc. (hereinafter referred to as "Assignor"), a corporation of the State of Michigan, having its principal office and place of business at 805 West Thirteenth Street, Cadillac, Michigan 49601, U.S.A., represents that it is the owner of the entire right, title, and interest in and to the Patents and Trade Marks set forth on Exhibit A attached hereto (hereinafter collectively "IP Rights"); and

(B) WHEREAS, Assignor has agreed to assign its entire right, title, and interest in and to the IP Rights to *OTR vms* Castlegate (No. 8) Limited (registered number 06703842) whose registered office is at 44 Castle Gate, Nottingham, NG1 7BJ (hereinafter referred to "Assignee").

1 ASSIGNMENT

1.1 **NOW, THEREFORE**, be it known that, for and in consideration of the sum of one Pound Sterling (£1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignor from Assignee is hereby acknowledged, Assignor has agreed to sell, assign, and transfer and by these presents does hereby sell, assign, and transfer unto Assignee the entire right, title, and interest with full title guarantee and free from encumbrances in and to the IP Rights, together with the good will associated with the Trade Marks, and including the right to file patent applications to any and all inventions included in the IP Rights in all other countries of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

1.2 The assignments of this INTELLECTUAL PROPERTY ASSIGNMENT shall include the assignment and transfer of all rights of action, powers and benefits arising from Ownership of the IP Rights, including without limitation, the right to sue and recover profits and damages and other legal remedies in respect of all causes of action arising prior to, on or after the date of this INTELLECTUAL PROPERTY ASSIGNMENT, and Assignor waives any right to receive any portion thereof.

2 FURTHER ASSURANCE

Assignor hereby covenants and agrees, for itself and for its employees and respective legal representatives, to assist and cooperate with Assignee, at Assignee's expense, to execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Agreement and to secure the full right, title and interest of the Assignee in the IP Rights including without limitation, the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or, opposition, or other proceeding that may arise in connection with any applications included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this INTELLECTUAL PROPERTY ASSIGNMENT.

3 ASSIGNMENT & THIRD PARTY RIGHTS

3.1 Assignor covenants and agrees that this INTELLECTUAL PROPERTY ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

3.2 The parties to this INTELLECTUAL PROPERTY ASSIGNMENT do not intend that any of its

3.2 The parties to this INTELLECTUAL PROPERTY 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.

4 **WAIVER**

No failure or delay by, either party in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise or the same, or of some other right, power or remedy.

5 **LAW & JURISDICTION**

5.1 The formation, existence, construction, performance, validity and all aspects whatsoever of this INTELLECTUAL PROPERTY ASSIGNMENT or any term herein will be governed by the law of England and Wales.

5.2 The courts of England and Wales will have the non- exclusive jurisdiction to settle any disputes that may arise out of or in connection with this INTELLECTUAL PROPERTY ASSIGNMENT. The parties hereby irrevocably agree to submit to that jurisdiction except that each party may seek injunctive relief in any court of competent jurisdiction.

IN TESTIMONY WHEREOF, an officer of the said Assignor has hereunto set his or her hand on the date indicated below.

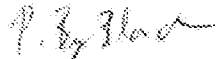
EXECUTED as a DEED
by Cadillac Rubber & Plastics, Inc
acting by
[NAME]

)
) 
)
) Leland J. Richards

Director

in the presence of:

Witness Signature:



Witness Name:

Bryan Blasch

Witness Address:

813 Forest Ave Plymouth MI 48176

Witness Occupation:

Vice President

EXECUTED as a DEED
by ~~Castlegate (No. 8)~~ Limited
acting by *DTR VMS*
[NAME]

)
)
)
)

Director

in the presence of:

Witness Signature:

bjr_corp/13392901
17 November 2008 cambid2

terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

4 WAIVER

No failure or delay by, either party in exercising any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise or the same, or of some other right, power or remedy.

5 LAW & JURISDICTION

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IN TESTIMONY WHEREOF, an officer of the said Assignor has hereunto set his or her hand on the date indicated below.

EXECUTED as a DEED)
by Cadillac Rubber & Plastics, Inc)
acting by)
)

Director

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

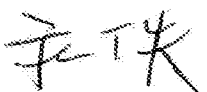
EXECUTED as a DEED)
by ~~Castlegate (No. 8) Limited~~)
acting by ~~DR JMS~~)
SANG HUN KIM)



Director

in the presence of:

Witness Signature:



Witness Name: Han, Kang Soo
Witness Address: #3, Yeonsam-1 Dong, Yeonsei-Ku, Pusan, S. Korea
Witness Occupation: Business Consultant

EXHIBIT A

Trademarks

Proprietor	Trademark	Territory	Number	Grant or Filing Date	Class	Status
Cadillac Rubber & Plastics, Inc.	DURABUSH	European Union	1865518	16 December 2003	12	Registered
Cadillac Rubber & Plastics, Inc.	VIBRAMOUNT	European Union	1865666	8 May 2002	9, 12, 17	Registered
Cadillac Rubber & Plastics, Inc.	DURABUSH	United States of America	2873079	17 August 2004	12	Registered
Cadillac Rubber & Plastics, Inc.	VIBRAMOUNT	United States of America	2685311	11 February 2003	12	Registered

Patents

Proprietor	Title	Description	Territory	Number	Grant or Filing Date	Status
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]