# OP \$40,00 27875

### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/05/2002

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Thane International, Inc.		10/14/2009	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	RKS Design International, Inc.	
Street Address:	350 conejo Ridge Avenue	
City:	Thousand Oaks	
State/Country:	CALIFORNIA	
Postal Code:	91361	
Entity Type:	CORPORATION: CALIFORNIA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2787586	

## CORRESPONDENCE DATA

Fax Number: (405)232-9659

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

Phone: 405.232.0621

Email: trademarksokc@fellerssnider.com

Correspondent Name: Daniel P. Dooley

Address Line 1: 100 N. Broadway Avenue

Address Line 2: Suite 1700

Address Line 4: Oklahoma City, OKLAHOMA 73102-8820

ATTORNEY DOCKET NUMBER:	OKC00859
NAME OF SUBMITTER:	Daniel P. Dooley
Signature:	/Daniel P. Dooley/
	TRADEMARK

900147043 REEL: 004091 FRAME: 0757

Date: 11/05/2009

Total Attachments: 2
source=FULLY EXECUTED NUNC PRO TUNC TM ASSIGNMENT#page1.tif
source=FULLY EXECUTED NUNC PRO TUNC TM ASSIGNMENT#page2.tif

TRADEMARK
REEL: 004091 FRAME: 0758

### TRADEMARK ASSIGNMENT

WHEREAS Thane International, Inc. ("Thane"), a Delaware corporation, located at 78-140 Calle Tampico, Suite 201, La Quinta, California 92253 (hereinafter "Assignor") and RKS Design International, Inc., a California corporation (hereinafter "Assignee"), (together, the "Parties") entered into a Production and Exclusive Marketing Agreement ("Agreement") on or about March 5, 2002, pursuant to which the Parties agreed that Assignor would file "for a trademark for the name 'Q" on Assignee's behalf and would be the trademark licensee of Assignee;

WHEREAS the counsel who was hired to file for the trademark for the "Q" mark, who was then counsel to both Parties, determined that the Parties could not trademark a letter in the English alphabet such as "Q" and, for that reason, did not file for such a trademark;

WHEREAS Assignor, at its sole expense, instead then filed for an application for registration of a trademark for the stylized depiction of the letter "Q" and did so in its own name for that stylized mark;

WHEREAS, Assignor has adopted, used, and registered the stylized mark depicting the letter "Q" (the "Trademark") in the United States Patent and Trademark Office as follows:

MARK	REGISTRATION NO.	REGISTRATION DATE
The stylized depiction of the letter Q	2,787,586	11/25/03

TRADEMARK REEL: 004091 FRAME: 0759

WHEREAS, Assignor and Assignee agree that the Trademark was used with and applied to the portable barbeque "Q" grill that was marketed by Assignor and was produced under a patent license from Assignee;

WHEREAS, the Parties agree that Assignor at all times was licensed to use the Trademark, as applied to Assignee's patented "Q" grill and related accessories that were associated with Assignee's patented product, and that Assignor's use of the Trademark was never an infringing use of the Trademark;

WHEREAS, the Parties now agree that Assignor had a contractual obligation to assign the Trademark to RKS as of March 5, 2002;

NOW, THEREFORE, Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Trademark and the registration for the Trademark, together with the goodwill of the business symbolized by the Trademark, and the United States Patent and Trademark Office registration thereof, nunc pro tunc, as of March 15, 2002.

THANE INTERNATIONAL, INC.

By: Mark Faylor

Its: COO

Date: October 14, 2009

{6\$29.004-\$96400.DOC-(1)}

RECORDED: 11/05/2009