

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
Watercooled Surf Co Pty Ltd		08/14/2008	COMPANY: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Watercooled TM Holdings Ltd		
Street Address:	Trust Company Complex, Ajeltake Road,		
City:	Ajeltake Island, Majuro		
State/Country:	MARSHALL ISLANDS		
Postal Code:	MH 96960		
Entity Type:	COMPANY: MARSHALL ISLANDS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3740098	WATERCOOLED	
Registration Number:	2781947		
Registration Number:	2786423	WATER COOLED	
Registration Number:	3449517		
Registration Number:	3075015	WATER COOLED	
Registration Number:	3036085		
CORRESPONDENCE DATA			
Fax Number:	(704)375-0729		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043759249		
Email:	tmbox@adamspat.com		
Correspondent Name:	Kathryn A. Gromlovits		
Address Line 1:	201 South College Street		
Address Line 2:	Suite 2350 Charlotte Plaza		
Address Line 4:	Charlotte, NORTH CAROLINA 28244		

CH \$165.00 3740098

ATTORNEY DOCKET NUMBER:	3687/M
DOMESTIC REPRESENTATIVE	
Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
NAME OF SUBMITTER:	Kathryn A. Gromlovits
Signature:	/kag/
Date:	03/05/2010
Total Attachments: 8 source=3687&M Assignment#page1.tif source=3687&M Assignment#page2.tif source=3687&M Assignment#page3.tif source=3687&M Assignment#page4.tif source=3687&M Assignment#page5.tif source=3687&M Assignment#page6.tif source=3687&M Assignment#page7.tif source=3687&M Assignment#page8.tif	

DEED OF ASSIGNMENT

This DEED OF ASSIGNMENT is made on the ^{15th} day of August 2008

BETWEEN:-

- (1) Watercooled Surf Co Pty Ltd, a company incorporated in Australia with its registered office at 93 Beach Road, Torquay, Victoria, Australia ("WSCO");

AND:-

- (2) Watercooled TM Holdings Ltd, a company incorporated in the Republic of the Marshall Islands with its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH 96960 ("the Company").

WHEREAS :-

This Deed of Assignment is supplemental to an Acquisition Agreement dated 11/8/2008 and made between inter alia, the WSCO and the Company ("the Acquisition Agreement").

NOW THIS DEED WITNESSES AS FOLLOWS:-

1. ASSIGNMENT

Pursuant to the Acquisition Agreement, and for the consideration stated therein, WSCO as legal and beneficial owner hereby assigns to the Company by way of absolute assignment:

- (a) all rights title and interest of WSCO in and associated with the domain name "watercooled.com.au" ("the Domain Name");
- (b) the following registered Trade Marks ("the Registered Trade Marks") and the full and exclusive benefit thereof and all rights title and interest of WSCO therein and thereto together with the goodwill of the business concerned in the goods and/or services for which the Registered Trade Marks are registered and/or used;


TRADEMARK

REEL: 004161 FRAME: 0684

<u>Country</u>	<u>Mark</u>	<u>Class</u>	<u>Registration No.</u>
Argentina	WATERCOOLED and drop and triangle	25	2,536,964
Australia	Drop and triangle device	18, 25, 28	1010086
	Drop and triangle device	18, 25, 28	858709
	Walk quietly, carry a big stick and device	18, 25, 28	972763
	WATER COOLED	18	858710
	WATER COOLED	18, 25, 28	1010085
	WATER COOLED	25	343290
	WATER COOLED	28	325552
	WATERCOOLED and device	28	628142
	WATERCOOLED and device	25	628143
	LITTLE LIES BY WCSC	18, 25	960588
	Drop and Triangle device	24	1119083
	WATER COOLED series	24	1119125
	WATERCOOLED and drop and triangle device	18,25,28	1016831
	WATERCOOLED and drop and triangle device	9	1199863
Barbados	WATERCOOLED and drop and triangle device	25	81/19876
Brazil	Drop and triangle device	25	823134474
	WATER COOLED	25	823134466
China	WATERCOOLED & drop and triangle device	18	3448316
	WATERCOOLED & drop and triangle device	28	3448318
Chile	WATERCOOLED & drop and triangle device	25	718823
	WATERCOOLED & drop and triangle device	28	718824
	WATERCOOLED & drop and triangle device	18	718822
CTM	Drop and triangle device	18, 25, 28	002763274
	WATER COOLED	18, 25, 28	002763167
Costa Rica	WATERCOOLED and drop and triangle device	25	2004-0006197
France	WATERCOOLED the ORIGINAL W and device	3, 14, 16, 18, 24, 25	97667129
Indonesia	Drop and triangle device	18	560791

Summan
TRADEMARK

	Drop and triangle device	25	560455
	Drop and triangle device	28	560456
	WATER COOLED	18	560457
	WATER COOLED	28	560792
Japan	Drop and triangle device	18, 28	4748192
	Drop and triangle device	25	4615523
	WATER COOLED	18, 28	4748191
	WATER COOLED	25	4615522
Madrid Protocol	Walk quietly ...Carry a Big Stick & device	18, 25, 28 European Community 25 USA	891148 3,283,258
Malaysia	Drop and triangle device	18	03001691
	Drop and triangle device	25	03001690
	Drop and triangle device	28	03001689
	WATER COOLED	25	03001693
	WATER COOLED	28	03001692
Mauritius	WATERCOOLED and drop and triangle device	18, 25, 28	02086/2006
Mexico	WATERCOOLED and drop and triangle device	25	858795
New Zealand	Drop and triangle device	18	672731
	Drop and triangle device	25	627720
	Drop and triangle device	28	672732
	WATER COOLED	18	672729
	WATER COOLED	25	627721
	WATER COOLED	28	672730
Panama	WATERCOOLED and drop and triangle device	25	137062-01
Paraguay	WATERCOOLED and drop and triangle device	25	279467
Peru	WATERCOOLED and drop and triangle device	25	00102359



TRADEMARK

REEL: 004161 FRAME: 0686

Puerto Rico	WATERCOOLED and drop and triangle device	25	62,346
South Africa	WATERCOOLED and drop and triangle device	25	2004/14513
Thailand	Drop and triangle device	18	511631
	Drop and triangle device	25	511632
	Drop and triangle device	28	511633
	WATER COOLED	18	511628
	WATER COOLED	25	511629
	WATER COOLED	28	511630
UK	WATERCOOLED SINCE 1975 TORQUAY and device (series)	3, 14, 16, 18, 24, 25	2151188
USA	Drop and triangle device	18, 28	2,781,947
	Drop and triangle device	25	3,036,085
	WATER COOLED	18, 28	2,786,423
	WATER COOLED	25	3,075,015
Uruguay	WATERCOOLED and drop and triangle device	18, 25, 28	356739

- (c) the benefit of the following Trade Mark Applications ("the Trade Mark Applications") with the goodwill of the business in the goods and/or services in respect of which the said applications have been made and together with the benefit of any registration which may be granted pursuant thereto to the intent that upon registration the Company shall be entered as registered proprietor of the trade mark concerned;

[Handwritten Signature]
TRADEMARK

Country	Mark	Class	Registration No.	Status
Canada	Drop and triangle device		1223446	Notice of Allowance issued
	WATER COOLED		1223445	Notice of Allowance issued
China	WATERCOOLED & drop and triangle device	25	3448317	Under Review
Malaysia	WATER COOLED	18	03001694	Accepted
South Korea	WATERCOOLED and drop and triangle device	18, 25, 28	40-2008-17925	Application
Taiwan	WATERCOOLED and drop and triangle device	18, 25, 28	097017092	Application
USA	Drop and triangle device	18, 24, 25, 28	78/923,995	Published
	WATERCOOLED	18, 24, 25, 28	78/924,048	Published
Venezuela	WATERCOOLED and drop and triangle device	25	2004-020155	Application

(the Registered Trade Marks and the Trade Mark Applications being collectively referred to as "the Trade Mark Rights").

2. WARRANTIES

WSCO hereby warrants, undertakes and agrees with the Company that:

- (a) the Trade Mark Rights and the Domain Name are:
 - (i) hitherto legally and beneficially vested in WSCO;
 - (ii) hereby transferred by WSCO with full title guarantee;
 - (iii) not the subject of any opposition, revocation or similar proceedings;
 - (iv) free from all charges, liens, encumbrances, equities, licences, user and other agreements, rights and claims whatsoever;


TRADEMARK

REEL: 004161 FRAME: 0688

- (b) WSCO has not granted or assigned any rights of any nature in relation to the Trade Mark Rights or the Domain Name and is not under any obligation to do so;
- (c) WSCO has not entered into and will not enter into any arrangement which may conflict with this Deed or prevent it from fulfilling its obligations hereunder;
- (d) WSCO is not aware of any act which has been done or omitted to be done so as to entitle any authority or person to cancel, forfeit or modify any of the Trade Mark Rights or the Domain Name or to cause any of them to lapse;
- (e) as at the date hereof:

- (i) except for the Domain Name, there are no internet domain name registrations held by WSCO where the domain name includes any word or part of a word which is identical or similar to any part of a Registered Trade Mark or a trade mark in respect of which a Trade Mark Application is pending;

- (ii) there are no licence, user or other agreements in force between WSCO and any third party under or pursuant to which the third party is registered as holder of or uses (or is entitled to do so) any internet domain name, where the domain name includes any word or part of a word which is identical or similar to any part of a Registered Trade Mark or a trade mark in respect of which a Trade Mark Application is pending;

- (f) all permissions or consents required for the assignment to the Company of the Trade Mark Rights have been obtained;

(provided that the above warranties in relation to the Domain Name shall not be considered to be breached, if, and to the extent that, they are qualified in light of provisions in the Licence Agreement between Kym Raymond Thompson and the Company dated 31 July 2008).

3. COVENANTS

- (1) WSCO hereby covenants to execute all such documents, forms and authorizations and depose to or swear any declaration or oath as may be required by any relevant


TRADEMARK

REEL: 004161 FRAME: 0689

authority for vesting the full right title and interest of the registration of the Trade Mark Rights and the Domain Name in favour of the Company.

- (2) WSCO also covenants that it will not hereafter contest or dispute the legality, effectiveness or validity of this Deed or any part thereof, or apply for registration of the Trade Mark Rights or any part thereof, anywhere in the world.
- (3) WSCO shall indemnify the Company against all and any loss, damages and costs sustained by the Company arising out of any breach by WSCO of any of its warranties and at the request of the Company shall provide all such reasonable assistance as the Company may request to enable the Company to resist any action claim or proceedings brought against the Company as a consequence of any such breach.

4. ARBITRATION

Any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Centre ("SIAC") for the time being in force which rules are deemed to be incorporated by reference to this clause. The Tribunal shall consist of a single arbitrator, to be appointed by the Chairman of SIAC. The decision of such Tribunal shall be final and binding upon the parties.

5. GOVERNING LAW

This Deed shall be governed by, and construed in accordance with, the laws of Singapore.

IN WITNESS WHEREOF, this Deed has been executed as a deed by WSCO and the Company the day and year first above written.

Signed by Murray Boyd in his capacity as a director)
for and on behalf of Watercooled Surf Co Pty Ltd)



In the presence of:



Witness

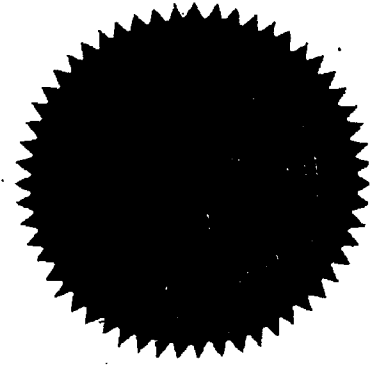
W. DAVID KING
EKM Legal
Level 1

38-40 Garden Street, South Yarra Vic 3141
An Australian legal practitioner within the meaning of
the Legal Profession Act 2004


TRADEMARK

REEL: 004161 FRAME: 0690

The Common Seal of)
Watercooled TM Holdings Ltd)
was hereunto affixed in the presence of)



Director *[Handwritten Signature]*

[Handwritten Signature]
Director/Secretary

[Handwritten Signature]
TRADEMARK