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
RK EXCEL Company LTD		07/28/2010	CORPORATION: JAPAN

RECEIVING PARTY DATA

Name:	Excel Rim Company LTD	
Street Address:	3-7-17	
City:	Ojima, Koto-ku, Tokoyo	
State/Country:	JAPAN	
Entity Type:	CORPORATION: JAPAN	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	77355065	EXCEL A60	
Registration Number:	3475146	RK EXCEL	
Registration Number:	3475148	TAKASAGO EXCEL	

CORRESPONDENCE DATA

Fax Number: (714)546-9035

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

Phone: 714-641-5100

Email: fsanders@rutan.com

Correspondent Name: Rutan & Tucker, LLP

Address Line 1: 611 Anton Blvd., Suite 1400

Address Line 4: Costa Mesa, CALIFORNIA 92626

Address Line 4. Oosta Wesa, OALII ONWA 02020

ATTORNEY DOCKET NUMBER: 101665-0000JP

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

TRADEMARK REEL: 004249 FRAME: 0780 7/355065

CH \$90,00

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Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	07/28/2010
Total Attachments: 4 source=TMAssignment#page1.tif source=TMAssignment#page2.tif source=TMAssignment#page3.tif source=TMAssignment#page4.tif	

TRADEMARK
REEL: 004249 FRAME: 0781

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered as of the date last written below (the "Effective Date"), by and between RK EXCEL Company LTD, Japan ("RK EXCEL"), a Japanese company having its principal place of business at Daiwa Ueno Bldg. 5-6-10 Ueno, Taito-ku, Tokyo, Japan (collectively referred to herein as ASSIGNOR), and Excel Rim Company LTD, Japan having its principal place of business at 3-7-17,0jima, Koto-ku, Tokyo, Japan (referred to hereinafter as the "Assignee").

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademarks, and any goodwill associated therewith;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement as listed in Schedule A identifies all trademarks, applications to register trademarks, service marks, applications to register service marks, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

- 1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark, the Trademark Registrations, and any applications or renewals associated therewith, along with all goodwill associated therewith, and all other corresponding worldwide rights, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 2. Assignor further covenants and agrees to execute all applications, assignments and oaths, and any other documents that Assignee may deem necessary or desirable for securing or maintaining the Trademark, or any applications or registrations thereof, all without additional compensation to Assignor. Any fees/costs associated with recording this

2323/101665-0000JP 1108858.01 a07/28/10 Assignment or other required documents with the appropriate national intellectual property authorities shall be paid by Assignee.

3. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks and corresponding entities or agencies in any applicable foreign countries or jurisdictions, record Assignee as the owner of the Trademark.

4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No amendment or modification of this assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of Assignor and Assignee by their respective duly authorized representative.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by a duly authorized representative of Assignor, and by a duly authorized representative of Assignee, as of the Effective Date.

ASSIGNOR

RK EXCEL Company LTD, Japan

Dated: 28th July, 2010

Name: Shinichi Kawahara

ASSIGNEE

Excel Rim Company, Japan

Dated: 28th July, 2010

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SCHEDULE A

(INTELLECTUAL PROPERTY)

Official No.	Title	Country	Status	Property Type
TMA747,798	RK EXCEL	Canada	Registered	Trademark
3,475,146	RK EXCEL	United States	Registered	Trademark
006594981	RK EXCEL	European Community	Registered	Trademark
3,475,148	TAKASAGO EXCEL	United States	Registered	Trademark
TMA763134	TAKASAGO EXCEL	Canada	Registered	Trademark
006595003	TAKASAGO EXCEL	European Community	Registered	Trademark
77 /252,697	A60	United States	Abandoned	Trademark
1,376,906	A60	Canada	Pending	Trademark
1,376,906	EXCEL A60	Canada	Pending	Trademark
006594998	EXCEL A60	European Community	Pending	Trademark
77/355,065	EXCEL A60	United States	Pending	Trademark

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RECORDED: 07/28/2010

TRADEMARK REEL: 004249 FRAME: 0784