

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/02/2009

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Continental Aktiengesellschaft		10/01/2010	CORPORATION: GERMANY

**RECEIVING PARTY DATA**

Name:	Continental Reifen Deutschland GmbH
Street Address:	Vahrenwalderstr. Strasse 9
City:	Hannover
State/Country:	GERMANY
Postal Code:	30169
Entity Type:	CORPORATION: GERMANY

**PROPERTY NUMBERS Total: 52**

Property Type	Number	Word Mark
Serial Number:	78335574	4X4 CONTACT
Serial Number:	75448999	AIRFIX
Serial Number:	76364699	BRAVURIS
Serial Number:	76337640	CCK
Serial Number:	76515385	CONTI SECUR
Serial Number:	74226797	CONTITECH
Serial Number:	78336201	CONTITRAC
Serial Number:	73230060	CONTACT
Serial Number:	72010402	CONTI
Serial Number:	76290087	CONTI SYNCHROBELT
Serial Number:	73218633	CONTI CONTACT
Serial Number:	76290088	CONTI-SF
Serial Number:	76290086	CONTI-V MULTIRIB

OP \$1315.00 78335574

**900175269**

**TRADEMARK  
 REEL: 004306 FRAME: 0984**

Serial Number:	75898279	CONTI AIR
Serial Number:	78146082	CONTIATTACK
Serial Number:	76337639	CONTICOMFORTKIT
Serial Number:	75808102	CONTIECOCONTACT
Serial Number:	78335599	CONTIEXTREMECONTACT
Serial Number:	77780354	CONTIPOWERCONTACT
Serial Number:	78335590	CONTIPREMIERCONTACT
Serial Number:	78335562	CONTIPROCONTACT
Serial Number:	75808105	CONTISPORTCONTACT
Serial Number:	75856126	CONTI TOURING CONTACT
Serial Number:	77468899	CONTITREAD
Serial Number:	76337635	CONTIWINTERCONTACT
Serial Number:	71648843	CONTINENTAL
Serial Number:	71651808	CONTINENTAL
Serial Number:	78203458	CROSSCONTACT
Serial Number:	76610966	DOUBLEFIGHTER
Serial Number:	76635990	DIGGA
Serial Number:	75823973	DURASKIN
Serial Number:	74533502	ECOPLUS
Serial Number:	75886328	ENDLESS EDGE
Serial Number:	77484212	EXTREMECONTACT
Serial Number:	77484017	EXTREMEWINTERCONTACT
Serial Number:	77527973	FLEXLOCK
Serial Number:	76610970	FLOW
Serial Number:	76610967	LEADER
Serial Number:	78853075	MOUNTAIN KING
Serial Number:	76610968	PODIUM
Serial Number:	77602843	POWERCONTACT
Serial Number:	75808103	PREMIUMCONTACT
Serial Number:	78593293	SLASH
Serial Number:	78203450	SNOVANIS
Serial Number:	78812579	SPEEDKING
Serial Number:	78751823	SPORTIVA
Serial Number:	76610969	ULTRA GATORSKIN
Serial Number:	76635037	ULTRA RACE

Serial Number:	78160912	VAPOR
Serial Number:	76605088	VMAX
Serial Number:	76337636	WINTERCONTACT
Serial Number:	75856129	GET THE GRIP

**CORRESPONDENCE DATA**

Fax Number: (302)778-2600  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 302-778-2500  
Email: tmde@ratnerprestia.com  
Correspondent Name: RatnerPrestia  
Address Line 1: 1007 N. Orange Street; Suite 1100  
Address Line 2: P. O. Box 1596  
Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER: CTRD-00001

**DOMESTIC REPRESENTATIVE**

Name: John W. McGlynn  
Address Line 1: 1007 N. Orange Street; Suite 1100  
Address Line 2: P. O. Box 1596  
Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER: John W. McGlynn

Signature: /jwm/

Date: 10/29/2010

Total Attachments: 5  
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source=Assignment#page4.tif  
source=Assignment#page5.tif

# Assignment Agreement

By and between  
Continental Aktiengesellschaft,  
Vahrenwalderstr. 9,  
30169 Hannover,  
Germany

– hereinafter “Continental” –

and

Continental Reifen Deutschland GmbH,  
Vahrenwalderstr. 9,  
30169 Hannover,  
Germany

– hereinafter “CRD” –

## Preamble

WHEREAS, Continental has transferred certain assets and intellectual property rights to CRD on the basis of the contribution agreement (Einbringungsvertrag) dated August 2, 2009.

WHEREAS, Continental is the registered owner of intellectual property right applications and/or registrations set out in **Annex A**, including the goodwill associated therewith, any common law rights in the marks corresponding to the applications and/or registrations, and the right to sue for past damages with respect to infringement of any of the foregoing, (hereinafter referred to as “Contract IP-Rights”),

AND WHEREAS, CRD desires to obtain the Contract IP-Rights and Continental is willing to assign the Contract IP-Rights upon the terms and conditions set out herein.

NOW THEREFORE, in view of the foregoing the parties agree to the following:

## 1. Assignment and Transfer of the Contract IP-Rights

(1) Continental hereby assigns all the rights in connection with the Contract IP-Rights to CRD and CRD hereby accepts the assignment of the Contract IP-Rights, effective as of August 2, 2009.

## 2. Representations and Warranties

(1) Continental represents and warrants that it is the owner of the Contract IP-Rights.

(2) Continental represents and warrants that the registration status of the Contract IP-Rights set forth in Annex A of this agreement is correctly provided.

## 3. Price and Costs

(1) CRD shall pay to Continental the assignment price of 1 Euro (in words: one Euro) inclusive of statutory value added tax for the Contract IP-Rights.

(2) CRD shall bear the costs and fees for the transfer of the Contract IP-Rights, unless otherwise agreed between the parties.

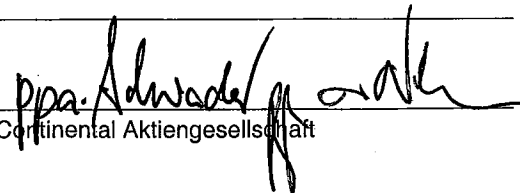
## 4. Miscellaneous

(1) This contract is governed exclusively by German law without giving effect to principles of conflict of laws.

(2) The court in Hannover, Germany shall have exclusive jurisdiction and venue over disputes arising from or in connection with this agreement.

(3) The parties are each aware of the risk that one or more terms of this agreement may, contrary to the current perception of the parties to this agreement, be unenforceable or void. In each such case, the parties would like to exclude any doubt as to the validity of this agreement. Should one or more conditions of this agreement, including this clause, entirely or partially be or become unenforceable or void or should this agreement, contain any omission, the remaining provisions of this agreement shall remain in effect notwithstanding § 139 BGB. The occurrence of inapplicable or invalid provisions obligates the parties to replace these provisions with provisions which most closely reflect their commercial purpose.

Hannover, 1.10.2010

  
Continental Aktiengesellschaft

Hannover, 1.10.2010

  
Continental Reifen Deutschland GmbH

TRADEMARK

REEL: 004306 FRAME: 0987

ANNEX A

M1999-021-US-NF	4x4 Contact	78/355574	03 Dez 2003	2911055	14 Dez 2004
M1974-001-US-NF	AIRFIX	75/448999	12 Mrz 1998	2441277	03 Apr 2001
M2001-059-US-NF	Bravuris	76/364,699	29 Jan 2002	2782769	11 Nov 2003
M2000-061-US-NF	CCK	76/337,640	14 Nov 2001	2768739	30 Sep 2003
M1990-010-US-NF	CONTI SECUR	76/515385	24 Apr 2003	2977397	26 Jul 2005
M1988-001-US-NF	CONTITECH	74-226797	29 Nov 1991	1777543	22 Jun 1993
M2005-002-US-NF	CONTITRAC	78/336201	04 Dez 2003	2906811	30 Nov 2004
M1975-017-US-NF	Contact	230060	04 Sep 1979	1152323	28 Apr 1981
M1000-010-US-NF	Conti	72010402	18 Jun 1956	0652057	24 Sep 1957
M2000-082-US-NF	Conti SYNCHROBELT	76/290087	24 Jul 2001	2840812	11 Mai 2004
M1974-014-US-NF	Conti contact	218633	06 Jun 1979	1152321	28 Apr 1981
M2000-080-US-NF	Conti-SF	76/290088	24 Jul 2001	2936600	29 Mrz 2005
M2000-081-US-NF	Conti-V MULTIRIB	76/290086	24 Jul 2001	2780178	04 Nov 2003
M1969-001-US-NF	Conti-air	75/898,279	17 Jan 2000	2490201	18 Sep 2001
M2001-003-US-NF	ContiAttack	78146082	22 Jul 2002	2879106	31 Aug 2004
M2001-060-US-NF	ContiComfortKit	76/337639	14 Nov 2001	2779013	04 Nov 2003
M1999-003-US-NF	ContiEcoContact	75/808,102	24 Sep 1999	2601767	30 Jul 2002
M2003-056-US-NF	ContiExtremeContact	78/335599	03 Dez 2003	2906801	30 Nov 2004
M2009-013-US-NF	ContiPowerContact	77780354	14 Jul 2009		
M2003-057-US-NF	ContiPremierContact	78/335590	03 Dez 2003	2906800	30 Nov 2004
M2003-045-US-NF	ContiProContact	78/335562	03 Dez 2003	2984118	09 Aug 2005
M2003-047-US-NF	ContiSportContact	75/808,105	24 Sep 1999	2594967	16 Jul 2002
M1999-024-US-NF	ContiTouringContact	75/856,126	27 Okt 1999	2406103	21 Nov 2000
M2002-025-US-NF	ContiTread	77468899	08 Mai 2008	3,549,982	23 Dez 2008
M2003-038-US-NF	ContiWinterContact	76/337,635	14 Nov 2001	2680341	28 Jan 2003
M1000-001-US-NF[2]	Continental	71-648,843	16 Jun 1953	622300	28 Feb 1956
M1000-021-US-NF	Continental Pferd 03	651808	14 Aug 1953	621319	14 Feb 1956
M2003-004-US-NF	CrossContact	78/203458	15 Jan 2003	2981746	02 Aug 2005
M2004-058-US-NF	DOUBLEFIGHTER	76/610966	08 Sep 2004	3,230,244	17 Apr 2007
M2005-014-US-NF	Digga	76/635990	12 Apr 2005	3261642	10 Jul 2007
M1999-013-US-NF	Duraskin	75/823973	15 Okt 1999	2655328	03 Dez 2002
M1994-004-US-NF	EcoPlus	74-533,502	06 Jun 1994	1986117	09 Jul 1996
M1999-023-US-NF	Endless Edge	75/886,328	03 Jan 2000	2484583	04 Sep 2001
M2008-007-US-NF	ExtremeContact	77484212	27 Mai 2008	3645922	30 Jun 2009
M2008-011-US-NF	ExtremeWinterContact	77484017	27 Mai 2008	3645919	30 Jun 2009
M2008-016-US-NF	FLEXLOCK	77/527,973	22 Jul 2008	3764301	23 Mrz 2010

M2004-056-US-NF	FLOW	76/610970	08 Sep 2004	3184253	12 Dez 2006
M2004-057-US-NF	LEADER	76/610967	08 Sep 2004	3395270	11 Mrz 2008
M2006-009-US-NF	Mountain King	78/853075	04 Apr 2006	3,403,394	25 Mrz 2008
M2004-059-US-NF	PODIUM	76/610968	08 Sep 2004	3,250,126	12 Jun 2007
M2008-022-US-NF	PowerContact	77602843	29 Okt 2008	3704477	03 Nov 2009
M1999-006-US-NF	PremiumContact	75/808103	24 Sep 1999	2601768	30 Jul 2002
M2005-009-US-NF	SLASH	78/593293	23 Mrz 2005	3248336	29 Mai 2007
M2003-080-US-NF	SNOVANIS	78203450	15 Jan 2003	3261753	10 Jul 2007
M2005-020-US-NF	SPEEDKING	78812579	10 Feb 2006	3462309	08 Jul 2008
M1995-190-US-NF	SPORTIVA	78/751,823	11 Nov 2005	3,153,972	10 Okt 2006
M2004-060-US-NF	ULTRA GATORSKIN	76/610969	08 Sep 2004	3184252	12 Dez 2006
M2005-011-US-NF	ULTRA RACE	76/635037	04 Apr 2005	3,402,258	25 Mrz 2008
M2002-039-US-NF	Vapor	78/160,912	05 Sep 2002	2,939,587	12 Apr 2005
M2003-064-US-NF	Vmax	76/605088	30 Jul 2004	2996822	20 Sep 2005
M1995-051-US-NF	WinterContact	76/337,636	14 Nov 2001	2715202	13 Mai 2003
M1999-028-US-NF	get the grip	75/856,129	27 Okt 1999	2542199	26 Feb 2002

**No. 425 of the Deed Roll of the year 2010**

Before the execution of the official act, the Notary Public asked the persons appearing whether he himself or any other person with whom the Notary Public has associated for the purpose of business activities or with whom he shares business premises has been or is active in this matter. The persons appearing answered this question to the negative and asked for execution of the official act.

The foregoing signatures, effected in my presence today by

- a) Altfried Schrader,
- b) Dr. Christian zur Nedden,

personally known, both domiciled at Vahrenwalder Str. 9 in 30165 Hanover, Germany, where I went on demand, I herewith notarially certify.

I also notarially certify, after having proved today the trade register of the Continental Aktiengesellschaft, trade register Local Court Hanover HRB 3527, that Mr. Altfried Schrader and Mr. Dr. Christian zur Nedden are entitled to represent and bind the company jointly.

I furthermore notarially certify the foregoing signatures, effected in my presence today by

- a) Bernd Günther,
- b) Burkhardt Köller,

personally known, both domiciled at Vahrenwalder Str. 9 in 30165 Hanover, Germany, where I went on demand.

I also notarially certify, after having proved today the trade register of the Continental Reifen Deutschland GmbH, trade register Local Court Hanover HRB 204239, that Mr. Bernd Günther and Mr. Burkhardt Köller are entitled to represent and bind the company jointly.

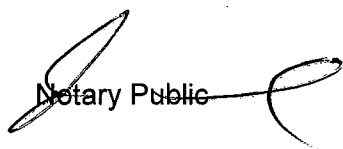
Hanover, this 1 st day of October 2010

  
Notary Public

Kostenrechnung (§§ 32,141,154 KostO)

Geschäftswert: über 300.000,00 EURO gem. § 45 I 2 KostO

¼ Gebühr gem. §§ 32,141, 45 I S. 1 KostO	130,00 EURO
Auswärtsgebühr gem. § 58 I S. 1 KostO	30,00 EURO
Vertretungsbescheinigung gem. § 150 Ziff.1 KostO (2 x 13,00 EURO)	<u>26,00 EURO</u>
Zwischensumme	186,00 EURO
19 % MwSt. gem. § 151 a KostO	<u>35,34 EURO</u>
Summe	<u>221,34 EURO</u>

  
Notary Public