

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Viz Reflectives Limited		05/08/2007	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
Name:	Yeshili Reflective Material Co Limited		
Street Address:	c/o Pooles of Wigan Ltd.		
Internal Address:	Lamberhead Industrial Estate, Kilshaw Street		
City:	Pemberton, Nr Wigan, Lancashire		
State/Country:	UNITED KINGDOM		
Postal Code:	WN5 8EA		
Entity Type:	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3116424	MBEADS	
Registration Number:	3119195	VIZLITE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(303)473-2720		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3034732865		
Email:	docket@hollandhart.com		
Correspondent Name:	Ester Martin Maillaro		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Holland & Hart LLP		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	00037.0011		

OP \$65.00 3116424

DOMESTIC REPRESENTATIVE

**900181188**

**TRADEMARK  
 REEL: 004451 FRAME: 0902**

Name: Ester Martin Maillaro  
Address Line 1: P.O. Box 8749  
Address Line 2: Holland & Hart LLP  
Address Line 4: Denver, COLORADO 80201-8749

NAME OF SUBMITTER:	Ester Martin Maillaro
Signature:	/Ester Martin Maillaro/
Date:	01/13/2011

**Total Attachments: 7**

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DATED

8<sup>TH</sup> MAY

2007

(1) VIZ REFLECTIVES LIMITED

- and -

(2) YESHILI REFLECTIVE MATERIAL CO LIMITED

**ASSIGNMENT OF TRADE MARKS**

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THIS ASSIGNMENT OF TRADE MARKS is made on

8<sup>TH</sup> MAY

2007

**BETWEEN**

- (1) **VIZ REFLECTIVES LIMITED** a company registered in England and Wales with number 04529596 whose registered office is at Vision House, Marshfield Bank Employment Park, Middlewich Road, Crewe, Cheshire CW2 8UY ("Assignor"); and
- (2) **YESHILI REFLECTIVE MATERIAL CO LIMITED** a company registered in England and Wales with number 5937861 whose registered office is c/o Pooles of Wigan Limited, Lamberhead Industrial Estate, Kilshaw Street, Pemberton, Nr Wigan, Lancashire WN5 8EA ("Assignee").

**BACKGROUND**

- A The Assignor is the proprietor of the registered trade marks (and the applicant in respect of the applications for registrations of certain trade marks) the particulars of which are set out in schedule 1 hereto ("Trade Marks").
- B The Assignor has agreed to assign, to the Assignee, the Trade Marks together with the goodwill therein upon the terms and subject to the conditions set out in this assignment.

**OPERATIVE PROVISIONS**

**1. ASSIGNMENT**

- 1.1 In consideration of the sum of £1 now paid by the Assignee to the Assignor (receipt and adequacy of which consideration is hereby acknowledged by the Assignor), the Assignor hereby assigns the following rights:
- 1.1.1 the Trade Marks with full title guarantee (including the benefit of the applications for registrations with the intention that when such applications are granted, such registrations shall vest in the Assignee);
- 1.1.2 the full and exclusive benefit of the Trade Marks;
- 1.1.3 all goodwill in the Trade Marks; and

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1.1.4 any common law rights attaching to the Trade Marks including all rights of action in respect of any claim for infringement of the Trade Marks or passing off of any kind by any third parties in relation to the marks comprising the Trade Marks including the right to claim damages or such other relief as may be available,

to the Assignee absolutely, free from all charges, encumbrances and other third party interests.

## 2. WARRANTIES

The Assignor represents and warrants that:

- 2.1 it has the full power and authority to enter into this assignment; and
- 2.2 it is the sole legal and beneficial owner and the sole registered owner of the Trade Marks.

## 3. FURTHER ASSURANCE & PROCEEDINGS

- 3.1 The Assignor hereby covenants with the Assignee that it will as soon as possible after execution of this assignment, at the cost of the Assignee, execute or procure the execution of all documents, forms and authorisations and do all things and will cause all necessary declarations and oaths to be made, including without limitation undertaking such trade mark transfer procedure as is necessary for giving effect to the above assignment.
- 3.2 The Assignor agrees and undertakes to provide the Assignee (at the Assignee's request and sole cost and expense) with such reasonable assistance in relation to any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks.

## 4. GENERAL

- 4.1 This assignment contains all the terms agreed between the parties regarding its subject matter whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this assignment except as expressly stated in this assignment. No party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this assignment

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(unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this assignment.

4.2 The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this assignment shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.

4.3 No term of this assignment is enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by a person who is not a party.

4.4 This assignment shall be governed by, and construed in accordance with, English law and the English courts shall have exclusive jurisdiction in respect of it.

**5. COUNTERPARTS**

This assignment may be executed in any number of counterparts and by the parties on separate counterparts (including by way of facsimile) but shall not be effective until each party has signed at least one counterpart. Each of such counterparts (when so executed) will constitute one and the same document.

IN WITNESS of which this assignment has been executed as a deed and delivered the date and year first above written.

Executed as a deed (but not delivered until the )  
date hereof) by **VIZ REFLECTIVES** )  
**LIMITED** acting by: )

Director:

Director/Secretary:

Executed as a deed (but not delivered until the )  
date hereof) by **YESHILI REFLECTIVE** )  
**MATERIAL CO LIMITED** acting by: )

Director:

Director/Secretary:

*[Handwritten signature]*  
*[Handwritten signature]*

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IN WITNESS of which this assignment has been executed as a deed and delivered the date and year first above written.

Executed as a deed (but not delivered until the date hereof) by VIZ REFLECTIVES LIMITED acting by: )

Director:

Director/Secretary:

*N. Fowler Ham*  
*A. Richardson*

Executed as a deed (but not delivered until the date hereof) by YESHILI REFLECTIVE MATERIAL CO LIMITED acting by: )

Director:

Director/Secretary:

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**SCHEDULE 1**

Country	Trademark	Number	Class(es)	Status
UK	VIZLITE (Word)	2322083	17/24	Registered
UK	VIZTEX (Word)	2352165	24	Registered
UK	VIZTEX (Word)	2358252	24	Registered
UK	MBEADS (Word)	2370046	21	Registered
UK	MLITE (Word)	249413	09	Pending
UK	OPTILUX (Word)	2407106	02	Registered
EU	VIZLITE (Word)	3690591	17	Registered
EU	MBEADS (Word)	4268645	21	Registered
EU	OPTILUX (Word)	5080221	02	Advertised
USA	MBEADS (Word)	3116424	19/21	Registered
USA	VIZLITE (Word)	3119195	17	Registered
China	Vizlite (Word)	3647431	17	Registered
South Africa	VIZLITE (Word)	2004106546	17	Pending

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