

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yeshili Reflective Material Co Limited		04/19/2010	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	NKR (Cheshire) Limited		
Street Address:	1 Blackthorn Close, Wistaston, Crewe		
City:	Cheshire		
State/Country:	UNITED KINGDOM		
Postal Code:	CW2 6PQ		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3119195	VIZLITE	
Registration Number:	3116424	MBEADS	
Registration Number:	3610864	MLITE	
CORRESPONDENCE DATA			
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 \$90.00 3119195

DOMESTIC REPRESENTATIVE

900181189

**TRADEMARK
 REEL: 004451 FRAME: 0911**

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: 3

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THIS ASSIGNMENT OF TRADE MARKS is made on 19th April 2010

BETWEEN

(1) **YESHIL REFLECTIVE MATERIAL CO LIMITED** a company registered in England and Wales with number 05937861 whose registered office is at c/o Pooles of Wigan Ltd, Lamberhead Industrial Estate, Kilshaw Street, Pemberton, Nr Wigan, Lancashire WN5 8EA ("Assignor"); and

(2) **NKR(CHESHIRE) LIMITED** a company registered in England and Wales with number 04529596 whose registered office is at 1 Blackthorn Close, Wistaston, Crewe, Cheshire CW2 6PQ ("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 marks) the particulars of which are set out in Schedule 1 hereto and the proprietor of the unregistered trade marks the particulars of which are set out in Schedule 2 hereto (together the "**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 (one pound sterling) 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

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

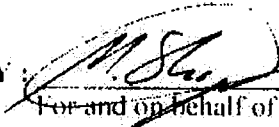
4.2 The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Assignment shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right which shall continue in full force and effect except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

SIGNED BY: 
For and on behalf of the ASSIGNOR
[Yeshili Reflective Material Co Limited]

Print Name : MATT SHARPE

Date : 05/05/10

SIGNED BY: 
For and on behalf of the ASSIGNEE
[NKR(Cheshire) Limited]

Print Name : N. Rowbottom

Date : 19/04/2010

Schedule 1 : Registered Trade Marks | Applications / Registrations |

Mark	Country	Number	Classes	Status	Next Renewal
VIZITE (word)	UK	2322083	17 / 24	REGISTERED	29 January 2013
VIZITE (word)	EU	3690591	17 / 24	REGISTERED	2 March 2014
VIZITE (word)	USA	3119195	17	REGISTERED	Use: 25 July 2011
Vizite (word)	China	3647431	17	REGISTERED	6 July 2015
VIZITE (word)	South Africa	2004/06546	17	Pending	N / A
MBEADS (word)	UK	2370046	21	REGISTERED	5 August 2014
MBEADS (word)	EU	4268645	21	REGISTERED	2 February 2015
MBEADS (word)	USA	3116424	19 / 21	REGISTERED	Use: 18 July 2011
MLITE (word)	UK	2439413	9	REGISTERED	22 November 2016
MLITE (word)	EU	5924519	9	REGISTERED	22 May 2017
MLITE (word)	USA	3610864	6/9/17	REGISTERED	Use: 28 April 2014
OPTHEUX (word)	UK	2407106	2	REGISTERED	21 November 2015
OPTHEUX (word)	EU	5080221	2	REGISTERED	17 May 2016

Schedule 2 : Unregistered Trade Marks

YSL MLITE
YSL VIZITE

TRADEMARK