

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
Razor IP Sub LLC		01/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Razor USA LLC		
Street Address:	16200-A Carmenita Road		
City:	Cerritos		
State/Country:	CALIFORNIA		
Postal Code:	90703		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3692609	RAZR	
Registration Number:	3692608	RAZR	
Registration Number:	3293695	RAZRRAK	
Registration Number:	3287908	RR	
CORRESPONDENCE DATA			
Fax Number:	(949)760-9502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-760-0404		
Email:	efiling@kmob.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, Fourteenth Floor		
Address Line 4:	Ivine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	RAZOR.689GEN		
NAME OF SUBMITTER:	Stacey R. Halpern		

OP \$115.00 3692609

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REEL: 004463 FRAME: 0593

TRADEMARK

Signature:	/Stacey R. Halpern/
Date:	01/28/2011
Total Attachments: 3 source=US assignment#page1.tif source=US assignment#page2.tif source=US assignment#page3.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective this 28 day of January 2011, by and between Razor IP Sub LLC, a Delaware limited liability company having a place of business at 16200-A Carmenita Road, Cerritos, CALIFORNIA 90703 ("Assignor") and Razor USA LLC, a Delaware limited liability company, having a place of business at 16200-A Carmenita Road Cerritos, CALIFORNIA 90703 ("Assignee"), (collectively referred to as the "Parties").

WHEREAS, Assignor owns, has adopted and used either directly or through a licensee, the trademarks RAZR, RAZRRAK and  and is the owner of the trademarks listed in Schedule A hereto and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter referred to as the "Marks");

WHEREAS, Assignor has applied to register or registered the Marks in the United States and is the owner of the registrations for the Marks listed in Schedule B hereto (collectively the "U.S. Registrations");

WHEREAS, Assignor has applied to register or registered the mark RAZR internationally and is the owner of the applications and registrations for the mark RAZR listed in Schedule C hereto (collectively the "Foreign Applications and Registrations");

WHEREAS, Assignor is a wholly owned subsidiary of Assignee and, as such, has been actively involved in the selection, plans to use, and/or use of the Marks, and has the know-how associated with the goods which were provided and/or will be provided in connection with the Marks, as well as the business associated with the Marks;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Marks, the U.S. Registrations and the Foreign Applications and Registrations; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Marks, the U.S. Registrations, and the Foreign Applications and Registrations;


NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the following:

- (1) The Marks set forth in Schedule A;
- (2) The U.S. Registrations and the Foreign Applications and Registrations set forth in Schedules B and C; and
- (3) Any other registrations or applications for the Marks or unregistered trademarks for the Marks or containing or consisting of the Marks owned or used anywhere in the world by Assignor;

together with the goodwill symbolized by said Marks, the U.S. Registrations, and the Foreign Applications and Registrations, as well as other registered or unregistered trademarks for the Marks owned or used anywhere in the world by Assignor concurrent with the transfer of the goodwill and business associated therewith, and certain tangible assets as indicia of said goodwill as well as all income, royalties or claims relating to the Marks due or payable on or after the effective date of this Assignment.

IN WITNESS WHEREOF, the Parties hereby cause this Assignment to be executed the day and year first above written.

RAZOR USA LLC



Name: Carlton Calvin

Title: President

RAZOR IP SUB LLC



Name: Carlton Calvin


Title: President

SCHEDULE A

Marks:

RAZR
RAZRRAK
RR

SCHEDULE B

MARK	REG. NO.	CLASS
RAZR	3692609	9
RAZR	3692608	9
RAZRRAK	3293695	20
	3287908	20