

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/13/2011

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pyramat LLC		06/24/2011	LIMITED LIABILITY COMPANY: CALIFORNIA

**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:	3264782	G-FLEX
Registration Number:	2635501	PYRAMAT
Registration Number:	3488677	SOUND ROCKER
Serial Number:	77087733	PYRAMAT

**CORRESPONDENCE DATA**

Fax Number: (949)760-9502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-760-0404  
 Email: efilings@kmob.com  
 Correspondent Name: Knobbe, Martens, Olson & Bear, LLP  
 Address Line 1: 2040 Main Street, 14th Floor  
 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	RAZOR.699GEN
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**OP \$1115.00 3264782**

NAME OF SUBMITTER:	Stacey R. Halpern
Signature:	/Stacey R. Halpern/
Date:	06/27/2011
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Nunc Pro Nunc Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 13 day of April, 2011, by and between Pyramat LLC, a California limited liability company (hereinafter referred to as "ASSIGNOR") and Razor USA LLC, a Delaware limited liability company, having a place of business at 16200-A Carmenita Road, Cerritos, California 90703 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR had adopted, used, was using, and was, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, 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 collectively referred to as "Trademarks") worldwide;

WHEREAS, ASSIGNOR and ASSIGNEE were related companies, and as such, had been actively involved in the selection, plans to use, and/or use of the Trademarks, and had and have the know-how associated with the goods which were provided and/or are and/or will be provided in connection with the Trademarks, as well as the business associated with the Trademarks;

WHEREAS, ASSIGNOR had acquired goodwill associated with and symbolized by said Trademarks and had not abandoned the same;

WHEREAS, ASSIGNOR was the owner of the federal trademark registrations and application and foreign registrations relating to the Trademarks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations and Application");

WHEREAS, ASSIGNEE was desirous of acquiring all rights, title, and interest in and to the Trademarks and Registrations and Application worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide, as well as the business associated with the Trademarks;

WHEREAS, ASSIGNOR was willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks, Registrations and Application worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide along with the business associated with the Trademarks; and


WHEREAS, ASSIGNEE is the successor to the business of the ASSIGNOR, to which the Trademarks pertain, and that business is ongoing and existing;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby confirms its assignment and sale to ASSIGNEE all rights, title, and interest as ASSIGNOR did possess in and to the following:

- (1) the Trademarks set forth in Schedule A;
- (2) the Application and Registrations set forth in Schedule B; and
- (3) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademarks, Application and Registrations, and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees, concurrent with the transfer of certain tangible assets as indicia of said goodwill and the business associated with the Trademarks, Application and Registrations.

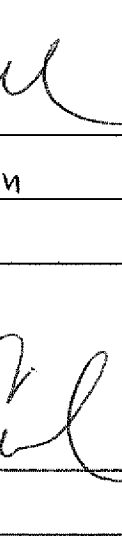
Pyramat LLC

By: 

Name: Carlton Calvin

Title: President

Razor USA LLC

By: 

Name: Carlton Calvin

Title: President

## SCHEDULES TO TRADEMARK ASSIGNMENT

### SCHEDULE A

Marks:

G-FLEX  
PYRAMAT  
SOUND ROCKER

### SCHEDULE B

Federal Trademark Registrations:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
G-FLEX	3264782	July 17, 2007	20
PYRAMAT	2635501	October 15, 2002	20
SOUND ROCKER	3488677	August 19, 2008	20

Federal Trademark Application:

<u>MARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
PYRAMAT	77/087733	January 22, 2007	9, 20

Foreign Trademark Registrations:

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
Australia	G-FLEX	1156788	May 22, 2007	20
Switzerland	G-FLEX	556446	March 15, 2007	20
China	G-FLEX	5880459	November 20, 2009	20
European Community	G-FLEX	005622097	February 20, 2008	9, 20, 42
Mexico	G-FLEX	990724	June 28, 2007	20
Norway	G-FLEX	239935	June 29, 2007	20
New Zealand	G-FLEX	762116	December 13, 2007	20
Argentina	PYRAMAT	2212573	February 1, 2008	9
Australia	PYRAMAT	1156789	August 27, 2007	9, 20
Canada	PYRAMAT	TMA765377	April 30, 2010	9, 20
Switzerland	PYRAMAT	558795	May 29, 2007	9, 20
European Community	PYRAMAT	005621925	January 30, 2008	9, 20, 42
Japan	PYRAMAT	005621925	August 17, 2007	9, 20
South Korea	PYRAMAT	40-0749917	June 13, 2008	9, 20
Norway	PYRAMAT	239937	June 29, 2007	9, 20
New Zealand	PYRAMAT	762117	January 10, 2008	9, 20
Panama	PYRAMAT	159007	February 13, 2007	9
Russia	PYRAMAT	350814	May 22, 2008	9, 20
Argentina	PYRAMAT	2211779	January 29, 2008	20
China	PYRAMAT	5866116	November 14, 2009	20
Mexico	PYRAMAT	991251	June 29, 2007	20

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