

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/26/2003		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thane International, Inc.		11/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RKS Design International, Inc.		
Street Address:	350 Conejo Ridge Avenue		
City:	Thousand Oaks		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2787586		
CORRESPONDENCE DATA			
Fax Number:	(405)232-9659		
Phone:	405-232-0621		
Email:	tbutler@fellerssnider.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Daniel P. Dooley		
Address Line 1:	100 North Broadway		
Address Line 2:	Suite 1700		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
ATTORNEY DOCKET NUMBER:	OKC01849		
NAME OF SUBMITTER:	Daniel P. Dooley		

900206679

TRADEMARK  
 REEL: 004657 FRAME: 0542

OP \$40.00 2787586

Signature:	/Daniel P. Dooley/
Date:	11/08/2011
<b>Total Attachments: 3</b> source=2011-11-08-Nunc-Pro-Tunc-Assignment#page1.tif source=2011-11-08-Nunc-Pro-Tunc-Assignment#page2.tif source=2011-11-08-Nunc-Pro-Tunc-Assignment#page3.tif	

## TRADEMARK ASSIGNMENT

WHEREAS Thane International, Inc. ("Thane"), a Delaware corporation, located at 78-140 Calle Tampico, Suite 201, La Quinta, California 92253 (hereinafter "Assignor") and RKS Design International, Inc., a California corporation (hereinafter "Assignee"), (together, the "Parties") entered into a Production and Exclusive Marketing Agreement ("Agreement") on or about March 5, 2002, pursuant to which the Parties agreed that Assignor would file "for a trademark for the name 'Q'" on Assignee's behalf and would be the trademark licensee of Assignee;

WHEREAS the counsel who was hired to file for the trademark for the "Q" mark, who was then counsel to both Parties, determined that the Parties could not trademark a letter in the English alphabet such as "Q" and, for that reason, did not file for such a trademark;

WHEREAS Assignor, at its sole expense, instead then filed for an application for registration of a trademark for the stylized depiction of the letter "Q" and did so in its own name for that stylized mark;

WHEREAS, Assignor has adopted, used, and registered the stylized mark depicting the letter "Q" (the "Trademark") in the United States Patent and Trademark Office as follows:

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
The stylized depiction of the letter Q	2,787,586	11/25/03

WHEREAS, Assignor and Assignee agree that the Trademark was used with and applied to the portable barbeque "Q" grill that was marketed by Assignor and was produced under a patent license from Assignee;

WHEREAS, the Parties agree that Assignor at all times was licensed to use the Trademark, as applied to Assignee's patented "Q" grill and related accessories that were associated with Assignee's patented product, and that Assignor's use of the Trademark was never an infringing use of the Trademark;

WHEREAS, the Parties now agree that Assignor had a contractual obligation to assign the Trademark to RKS as of March 5, 2002;

WHEREAS, the parties now agree that the assignment dated October 14, 2009 signed by Mark Taylor and filed with the United States Patent and Trademark Office on November 5, 2009 (reel/frame No. 004091/0757) contained an error in the effective date of the assignment, as such the Parties further agree that the assignment dated October 14, 2009 is null and void in favor of the present assignment.

NOW, THEREFORE, Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Trademark, as shown by United States Patent and Trademark Office registration number 2,787,586, having a first use in commerce of July 11, 2003, together with the goodwill of the business symbolized by the Trademark, *nunc pro tunc*, as of November 26, 2003 from Assignor to Assignee consistent with the Production and Exclusive Marketing Agreement dated March 05, 2002 and as amended on October 27, 2003 and again on July 21, 2004 and the settlement agreement dated October 15, 2009. Further, the Assignor does hereby assign unto the said Assignee all right, title and interest in and to the registration for the Trademark,

United States Patent and Trademark Office registration number 2,787,586, *nunc pro tunc*, as of November 26, 2003.

ASSIGNOR:

THANE INTERNATIONAL, INC.

By: Beth Olin

Its: Senior Counsel

Date: Nov. 4, 2011

ASSIGNEE:

RKS DESIGN INTERNATIONAL, INC.

By: [Signature]

Its: PRESIDENT

Date: 11/7/ 2011