

## TRADEMARK ASSIGNMENT

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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
EXCEL RIM COMPANY LTD		07/24/2012	CORPORATION: JAPAN
RECEIVING PARTY DATA			
Name:	TAKASAGO TEKKO K.K.		
Street Address:	1-1-1 Shingashi		
City:	Itabashi-ku, Tokyo		
State/Country:	TENNESSEE		
Entity Type:	CORPORATION: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3475146	RK EXCEL	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-641-5100		
Email:	fsanders@rutan.com		
Correspondent Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	101741.0012T		
DOMESTIC REPRESENTATIVE			
Name:	Rutan & Tucker, LLP		
Address Line 1:	611 Anton Blvd., Suite 1400		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

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NAME OF SUBMITTER:	Hani Z. Sayed
Signature:	/Hani Z. Sayed/
Date:	07/25/2012
<b>Total Attachments: 3</b> source=Assignment101741-0012T#page1.tif source=Assignment101741-0012T#page2.tif source=Assignment101741-0012T#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered as of the date last written below (the "Effective Date"), by and between EXCEL RIM COMPANY LTD, a Japan corporation having its principal place of business at 9 Kanda Tomiyama-cho, Chiyoda-ku, Tokyo, Japan (referred to hereinafter as the "Assignor"), and Takasago Tekko K.K., a Japan corporation having its principal place of business at 1-1-1 Shingashi, Itabashi-ku, Tokyo, Japan (referred to hereinafter as the "Assignee").

WHEREAS, Assignor has filed and obtained U.S. Trademark Registration No. 3,475,146 (the "Trademark Registration") of the mark RK EXCEL (the "Trademark"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademark, and any goodwill associated therewith;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark, the Trademark Registration, and any applications or renewals associated therewith, along with all goodwill associated therewith, and all other corresponding worldwide rights, now or hereafter in effect, for Assignee's own use and enjoyment as successor to that portion of Assignor's business to which the Trademark pertains, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. Assignor further covenants and agrees to execute all applications, assignments and oaths, and any other documents that Assignee may deem necessary or desirable for securing or maintaining the Trademark, or any applications or registrations thereof, all without additional compensation to Assignor. Any fees/costs associated with recording this Assignment or other

required documents with the appropriate national intellectual property authorities shall be paid by Assignee.

3. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks and corresponding entities or agencies in any applicable foreign countries or jurisdictions, record Assignee as the owner of the Trademark.

4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

5. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof. No amendment or modification of this assignment shall be valid or binding upon Assignor or Assignee unless made in writing and signed on behalf of each of Assignor and Assignee by their respective duly authorized representative.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by a duly authorized representative of Assignor, and by a duly authorized representative of Assignee, as of the Effective Date.

**ASSIGNOR**  
Excel Rim Company Ltd

Dated: 24<sup>th</sup> July, 2012

By: Yutaka Hokura  
Name: Yutaka Hokura

**ASSIGNEE**  
Takasago Tekko K.K.

Dated: 24 July 2012

By: 大植 啓一  
Name: