

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
Axel Kaiser		01/20/2012	INDIVIDUAL: GERMANY
RECEIVING PARTY DATA			
Name:	Keystar Investments S.A.		
Street Address:	42-44 Avenue de la Gare		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1610		
Entity Type:	Societe anonyme: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3927750	THE FLEXX	
CORRESPONDENCE DATA			
Fax Number:	9194168363		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	EAR-PTOTMCorrespondence@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive, Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	034392.003		
DOMESTIC REPRESENTATIVE			
Name:	Ellen A. Rubel		
Address Line 1:	Moore & Van Allen PLLC		
Address Line 2:	430 Davis Drive, Suite 500		

OP \$40.00 3927750

Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:

Ellen A. Rubel

Signature:

/ellenarubel/

Date:

09/25/2012

Total Attachments: 5

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DEED OF ASSIGNMENT

BETWEEN

AXEL KAISER

with address at
Contrà 29, Località Castellonchio,
50012 Rignano sull'Arno, Firenze, Italy

(hereinafter called "the Assignor")
of the one part

and

KEYSTAR INVESTMENTS S.A.
with registered office at
42-44 Avenue de la Gare, L-1610 Luxembourg,
Luxembourg
(hereinafter called "the Assignee")
of the other part

IT IS HEREBY AGREED AS FOLLOWS:

1. The Assignor hereby sells and assigns, for the sum of € 20'000.- and other good and valuable consideration, unto the Assignee, who accepts this assignment, of all rights, title and interest in and to the Trademark Applications and Registrations listed in Annex 1 attached hereto, as well as the assignment of all common law or similar trademark rights relating to the trademarks which are the subject of said Trademark Applications and Registrations, together with the goodwill of the business connected with and symbolized by the said Trademark Applications and Registrations, including the right to proceed against infringers and counterfeiters.

2. The parties execute this deed before a Notary Public and expressly authorise him to deliver certified copies thereof, together with excerpts of the attached Annex 1, as it will prove necessary, from time to time, in order to proceed to the recordal in the name of the

ATTO DI CESSIONE

TRA

AXEL KAISER

domiciliato in
Contrà 29, Località Castellonchio,
50012 Rignano sull'Arno, Firenze, Italy

(qui di seguito denominata "la Cedente")
da una parte

e

KEYSTAR INVESTMENTS S.A.
con sede in
42-44 Avenue de la Gare, L-1610 Luxembourg,
Luxembourg
(qui di seguito denominata "la Cessionaria")
dall'altra parte

**SI CONVIENE E STIPULA
QUANTO SEGUE:**

1. La Cedente con il presente atto vende e cede, per la somma di € 20'000.- e altro congruo e adeguato compenso, alla Cessionaria, che accetta detta cessione, di ogni diritto, titolo ed interesse relativo alle Domande e RegISTRAZIONI di Marchio di cui all'Allegato 1 al presente atto, nonché di tutti i diritti di marchio in base alla Common Law o simili, riferentisi ai marchi che formano oggetto delle suddette domande e registrazioni di marchio, unitamente all'avviamento commerciale collegato e contraddistinto da detti Marchi, incluso il diritto di agire contro eventuali contraffattori ed imitatori.

2. Le parti sottoscrivono il presente atto innanzi a notaio ed espressamente autorizzano lo stesso a rilasciarne copie autentiche, unitamente ad un estratto dell'Allegato 1, come di volta in volta necessario per la trascrizione delle domande e registrazioni dei marchi ceduti



Assignee of the assigned Trademark Registrations and Applications with the Trademark Office of any country, as well as for any other use which may become necessary by either party.

3. The parties undertake to execute any further deed or document which may prove necessary or advisable in order to record the assignment in any country.

4. The parties hereby grant sufficient power to the holder of an original or a certified copy of this assignment to proceed to the recordal of this deed with the Trademark Office of any country where this assignment shall be recorded.

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed on the date set forth beneath its name below.

a favore della Cessionaria presso l'Ufficio Brevetti e Marchi dei singoli paesi, nonché per ogni altro uso che possa rendersi necessario da parte di ciascuna delle parti.

3. Le parti si impegnano a sottoscrivere qualsiasi ulteriore atto o documento che si renda necessario od opportuno per il perfezionamento della trascrizione della cessione nei paesi interessati.

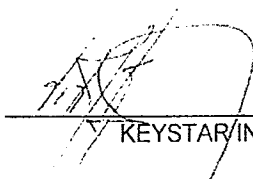
4. Le parti conferiscono inoltre poteri sufficienti al portatore di un originale o di una copia autentica del presente atto per procedere alla trascrizione dello stesso presso il locale Ufficio Marchi in ogni paese ove la presente cessione verrà trascritta.

A TESTIMONIANZA DI QUANTO PRECEDE, le parti hanno sottoscritto il presente documento alla data sotto indicata.

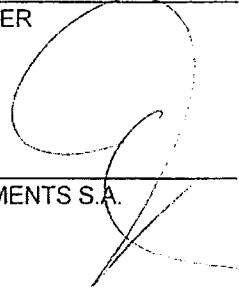
Date/Data: January, 20 2012



AXEL KAISER



H.H.J. KEMMERLING



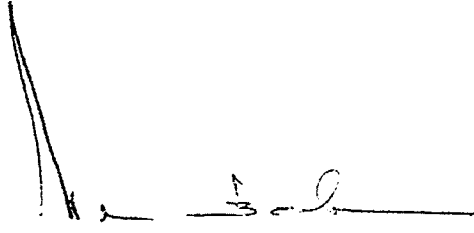
Claude ZIMMER

KEYSTAR INVESTMENTS S.A.



The undersigned notary, Maître Henri BECK, Public Notary in Echternach, Grand-Duchy of Luxembourg, hereby certifies that the signatures which appear on this document are the true and correct signatures of Mr Claude ZIMMER, director, and Mr H.H.J KEMMERLING, director, and that they can bind the company KEYSTAR INVESTMENTS S.A. by their joint signature.

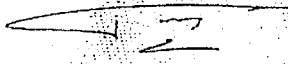
Luxembourg, January 25th, 2012



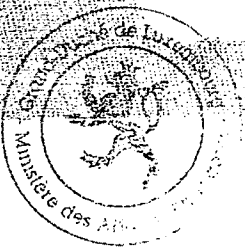
APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Pays: Grand-Duché de Luxembourg
2. Le présent acte public
3. a été signé par Beck, Henri
4. agissant en qualité de Notaire
5. est revêtu du sceau / timbre de Office notarial, Echternach
- Attesté
6. à Luxembourg le 26/01/2012
7. par Ministère des Affaires Etrangères et de l'immigration
8. sous n° 1001120126750067
9. Sceau / timbre
10. Signature



Joe Pundel



GRAND-DUCHÉ DE LUXEMBOURG
Ministère des Affaires étrangères



JACOBACCI PARTNERS

FIRST FILING										
Country	Wording	Type	Appln. Date	Appln. Number	Reg. Date	Reg. Number	Renewal Deadline	Int. Classes	Owner	J&P Ref.
ARGENTINA	THE FLEXX	Logo	19/09/2008	2858989	18/09/2009	2314876	18/09/2019	25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F115755
BRAZIL	THE FLEXX	Logo	13/10/2008	829927794				25	AXEL KAISER, CONTRA 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F114190
CANADA	THE FLEXX	Logo	19/09/2008	1411522	18/08/2011	TMA804737	18/08/2026	L25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F115759
CHILE	THE FLEXX	Logo	22/09/2008	837829	21/06/2010	887567	21/06/2020	25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F115756
EUROPEAN UNION	THE FLEXX	Word	28/09/2004	4049466	12/06/2009	4049466	28/09/2014	18 24 25	AXEL KAISER, CONTRA 29, LOCALITA' CASTELLONCHIO, 50012 RIGNANO SULL'ARNO (FI), ITALIA	C004669
EUROPEAN UNION	THE FLEXX IL COMFORT ITALIANO	Logo	03/12/2010	9573619	13/05/2011	9573619	03/12/2020	18 24 25	AXEL KAISER, CONTRA 29, LOCALITA' CASTELLONCHIO, 50012 RIGNANO SULL'ARNO (FI), ITALIA	C009206
INDIA	THE FLEXX	Logo	16/07/2008	1711024			16/07/2018	25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F114189
INTERNATIONAL	THE FLEXX	Logo	13/10/2008	11964-D/2008	07/11/2008	988490	07/11/2018	18 24 25	AXEL KAISER, CONTRA 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	Z014815

JACOBACCI PARTNERS

FIRST FILING										
Country	Wording	Type	Appln. Date	Appln. Number	Reg. Date	Reg. Number	Renewal Deadline	Int. Classes	Owner	J&P Ref.
ITALY	THE FLEXX	Logo	20/06/2008	MI2008C007063			20/06/2018	18 24 25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	L090131
MEXICO	THE FLEXX	Logo	26/09/2008	963880	28/01/2009	1081519	26/09/2018	25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F115757
SOUTH AFRICA	THE FLEXX	Logo	15/07/2008	2008/16300			15/07/2018	25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F114191
U.S.A.	THE FLEXX		11/10/2004	78/497859	08/03/2011	3927750	08/03/2021	18 T24 25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	
VENEZUELA	THE FLEXX	Logo	27/10/2008	20964/2008				25	AXEL KAISER, CONTRA' 29, LOCALITA' CASTELLONCHIO, RIGNANO SULL'ARNO (FIRENZE), ITALIA	F115758

TRADEMARK