

## 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
Rebellion (Derby) Limited		10/04/2012	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Jason Kingsley		
Street Address:	Riverside House		
Internal Address:	Osney Mead, Oxford		
City:	Oxfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	OX2 0ES		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
Name:	Christopher Kingsley		
Street Address:	Riverside House		
Internal Address:	Osney Mead, Oxford		
City:	Oxfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	OX2 0ES		
Entity Type:	INDIVIDUAL: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3109860	SMART BOMB	
CORRESPONDENCE DATA			
Fax Number:	2122925391		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 292-5390		
Email:	mail@ipcounselors.com		

OP \$40.00 3109860

Correspondent Name: William C. Wright  
Address Line 1: 60 East 42nd Street, Suite 2410  
Address Line 4: New York, NORTH DAKOTA 10165

ATTORNEY DOCKET NUMBER: 2313-500

**DOMESTIC REPRESENTATIVE**

Name: William C. Wright  
Address Line 1: 60 East 42nd Street , Suite 2410  
Address Line 4: New York, NEW YORK 10165

**DOMESTIC REPRESENTATIVE**

Name: William C. Wright  
Address Line 1: 60 East 42nd Street , Suite 2410  
Address Line 4: New York, NEW YORK 10165

NAME OF SUBMITTER: William C. Wright

Signature: /William C. Wright/

Date: 10/04/2012

**Total Attachments: 3**

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DATED 4<sup>TH</sup> DAY OF OCTOBER 2012

BETWEEN

REBELLION (DERBY) LIMITED (1)

AND

JASON KINGSLEY (2)

AND

CHRISTOPHER KINGSLEY (3)

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TRADE MARK ASSIGNMENT

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BRAND PROTECT LIMITED  
STONECROFT CHAMBERS  
ARDLEY, OXFORDSHIRE OX27 7PF

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TRADEMARK  
REEL: 004874 FRAME: 0722

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**TRADE MARK ASSIGNMENT**

**THIS ASSIGNMENT** is dated this 4<sup>th</sup> day of October 2012

**BETWEEN:**

- (1) **REBELLION (DERBY) LIMITED** (Company No. 05631953), Riverside House, Osney Mead, Oxford, Oxfordshire, OX2 0ES (the "Assignor"); and
- (2) **JASON KINGSLEY**, Riverside House, Osney Mead, Oxford, Oxfordshire, OX2 0ES (the "Assignee"); and
- (3) **CHRISTOPHER KINGSLEY**, Riverside House, Osney Mead, Oxford, Oxfordshire, OX2 0ES (the "Assignee")

**WHEREAS:**

- (A) The Assignor may be, at the date of this Assignment, the proprietor of the trade mark as listed in the attached Schedule (the "Trade Mark").
- (B) The Assignor has agreed to assign all its right, title and interest of the Trade Mark to the Assignees on the terms set out in this Assignment and for the consideration mentioned below.

**NOW IT IS HEREBY AGREED**

1. In this assignment, except where the contrary requires otherwise, the following words and expressions have the following meanings:
  - 1.1 "Trade Mark" means the trade mark registration(s) listed in the Schedule.
2. In consideration of the sum of £1.00 (ONE POUND STERLING) (the receipt of which sum the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignees absolutely such right, title and interest as the Assignor may have at the date of this Assignment in and to the Trade Mark including:
  - 2.1 any common law rights and any goodwill attaching to the Trade Mark the Assignor may have; and
  - 2.2 any right the Assignor may have to bring proceedings against any third party in respect of the Trade Mark (including proceedings against any third party for infringement of the Trade Mark or for passing off or for otherwise infringing the rights of the Assignor in the Trade Mark, whether committed before or after the date of this Assignment).
3. The Assignor agrees and undertakes, if reasonably required, to provide to the Assignees (at its request and expense) all such assistance with any proceedings which may be brought by or against the Assignees against or by any third party in relation to the Trade Mark and the Assignees shall indemnify the Assignor in respect of all costs, expenses, claims and liability (including legal costs) actually incurred by it in providing the Assignees with such assistance.
4. The Assignor covenants (at the cost and expense of the Assignees) at the request of the Assignees or its nominee, at any time and from time to time, it will promptly execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this Assignment.

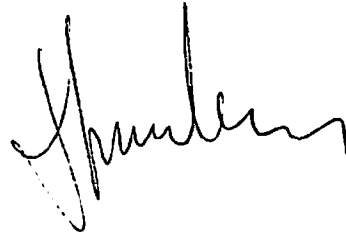
5. This Assignment shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF this Assignment has been executed by the parties the day and year first above written.

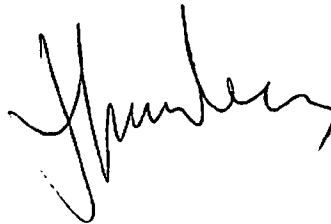
**SCHEDULE**

<u>Territory</u>	<u>Registration Number</u>	<u>Trade Mark</u>	<u>Classes</u>
United Kingdom	2388924	SMART BOMB	09
United States of America	3109860	SMART BOMB	09

SIGNED by [INSERT NAME] for and on behalf of **REBELLION (DERBY) LIMITED** )



SIGNED by **JASON KINGSLEY** )



SIGNED by **CHRISTOPHER KINGSLEY** )

