

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
Mirror Lite Company		12/27/2012	CORPORATION: MICHIGAN
Mirror Lite of North Carolina, Inc.		12/27/2012	CORPORATION: NORTH CAROLINA
Ideal Molded Lite Components, Inc.		12/27/2012	CORPORATION: MICHIGAN
Safety Cross Mirror, Inc.		12/27/2012	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Rosco, Inc.
Street Address:	90-21 144th Place
City:	Jamaica
State/Country:	NEW YORK
Postal Code:	11435-4397
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1584530	MIRROR LITE
Registration Number:	3539158	HD
Registration Number:	3333033	HIGH DEFINITION
Registration Number:	3490361	SOLAR ECLIPSE
Registration Number:	2256245	DOUBLE NICKEL
Registration Number:	2012540	DOUBLE TAKE
Registration Number:	2869942	FANG
Registration Number:	2356908	POLECAT
Registration Number:	2105414	DOLLY
Registration Number:	1802666	EAGLE

CH \$290.00 1584530

Registration Number:

1564343

CAT'S PAW

CORRESPONDENCE DATA

Fax Number:

2128062560

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

212-806-6675

Email:

tm@stroock.com

Correspondent Name:

Laura Goldbard George

Address Line 1:

180 Maiden Lane, 38th Floor

Address Line 2:

Stroock & Stroock & Lavan LLP

Address Line 4:

New York, NEW YORK 10038-4982

ATTORNEY DOCKET NUMBER:

003033/0001

NAME OF SUBMITTER:

Laura Goldbard George

Signature:

/laura goldbard george/

Date:

03/07/2013

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of this 27th day December, 2012, (“**Effective Date**”), by and between MIRROR LITE COMPANY, MIRROR LITE OF NORTH CAROLINA, INC., IDEAL MOLDED LITE COMPONENTS, INC., and SAFETY CROSS MIRROR, INC. (each and “**Assignor**”, collectively the “**Assignors**”), and ROSCO, INC., a New York corporation, with its principal office at 90-21 144th Place, Jamaica, New York 11435-4397 (“**Assignee**”). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, at least one of the Assignors is the sole and exclusive owner of and wish to assign to Assignee the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, and foreign trademarks set forth on Schedule C attached hereto, (collectively, the “**Marks**”), together with the goodwill of the business associated therewith; and

WHEREAS, Assignors, Assignee, and William Schmidt have entered into that certain Asset Purchase Agreement, dated as of December 12, 2012 (the “**Purchase Agreement**”), the terms of which are incorporated herein by reference, which provides, among other things, for the sale and assignment by Assignors to Assignee of the Marks owned by the Assignors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignors hereby sell, assign, transfer and sets over to Assignee, its legal the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, 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 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 Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

3. Assignors shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

4. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern.

5. Assignors shall execute and deliver such further instruments of assignment, conveyance and transfer and take such additional action as Assignee may reasonably request necessary to effect, consummate, confirm or evidence the assignment to Assignee of the Marks. Assignors will execute such documents as may be necessary or desirable to assist Assignee in preserving or perfecting its rights in the Marks as contemplated hereby or under the Purchase Agreement.

6. This Assignment may be executed in multiple counterparts (including by means of facsimile), each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. This Agreement shall be governed by and construed in accordance with the law of the state of Michigan applicable to contracts made and performed in such state, without regard to Michigan principles governing conflicts of law that would result in application of the laws of another state.

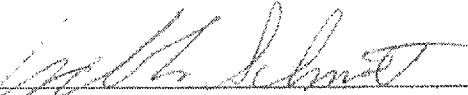
* * * * *

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MIRROR LITE COMPANY,

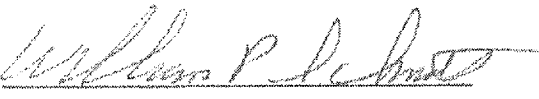
ASSIGNEE:

ROSCO, INC.

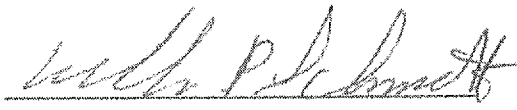
By: 
Name: WILLIAM SCHMITT
Title: PRESIDENT

By: _____
Name:
Title:

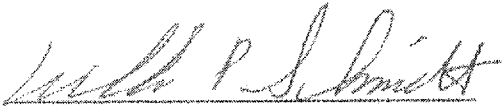
MIRROR LITE OF NORTH CAROLINA,
INC.,

By: 
Name:
Title: PRESIDENT

IDEAL MOLDED LITE COMPONENTS,
INC.

By: 
Name:
Title: PRESIDENT

SAFETY CROSS MIRROR, INC.

By: 
Name: PRESIDENT
Title:

Signature Page Trademark Assignment

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TRADEMARK
REEL: 004978 FRAME: 0056

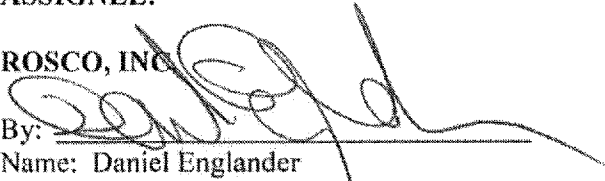
IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

MIRROR LITE COMPANY

By: _____
Name: William Schmidt
Title: President

ASSIGNEE:

ROSCO, INC.

By: 
Name: Daniel Englander
Title: Vice President - Finance

**MIRROR LITE OF NORTH CAROLINA,
INC.**

By: _____
Name: William Schmidt
Title: President

**IDEAL MOLDED LITE COMPONENTS
INC.**

By: _____
Name: William Schmidt
Title: President

SAFETY CROSS MIRROR, INC.

By: _____
Name: William Schmidt
Title: President

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SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark	Registration No.	Registration Date
MIRROR LITE	1,584,530	February 27, 1990
HD	3,539,158	November 25, 2008
HIGH DEFINITION	3,333,033	November 6, 2007
SOLAR ECLIPSE	3,490,361	August 19, 2008
DOUBLE NICKEL	2,256,245	June 29, 1999
DOUBLE TAKE	2,012,540	October 29, 1996
M & Design	2,289,280	October 26, 1999
BELL BOTTOM	2,231,105	March 9, 1999
SAILMOUNT	2,105,415	October 14, 1997
DOLLY	2,105,414	October 14, 1997
EAGLE	1,802,666	November 2, 1993
BUS BOY	1,564,344	November 7, 1989
CAT'S PAW	1,564,343	November 7, 1989
DOUBLE NICKEL (stylized)	1,463,534	November 3, 1987
DOLLY	1,382,365	February 11, 1986
A REFLECTION OF THE FUTURE	2,395,820	October 17, 2000
TRICLOPS	2,316,578	February 8, 2000
FANG	2,869,942	August 3, 2004
POLECAT	2,356,908	June 13, 2000

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SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Filing Date
CROSS BOY	77/535,792	July 31, 2008
MLV MIRROR LITE VIDEO & Design	75/267,026	March 31, 1997
MLV MIRROR LITE VIDEO INC.	75/267,007	March 31, 1997
MIRROR LITE NORTH CAROLINA	75/223,067	January 9, 1997
Design (Mirror)	74/632,171	February 9, 1995
ILLUMINATING THE FUTURE	75/842,849	November 6, 1999
MIRROR LITE COMPANY & Design	75/380,138	October 27, 1997
AMERICAN EAGLE	76/350,854	December 14, 2001
TRICLOPS	75/223,066	January 9, 1997

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SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Registration Number	Registration Date
MIRROR LITE	Canada	CA 398,132	May 15, 1992

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