

## 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
Gustavo Cudell S.A.		01/01/2013	COMPANY: PORTUGAL
RECEIVING PARTY DATA			
Name:	Dinamic Holdings SGPS S.A.		
Street Address:	Rua Eng. Ferreira Dias, 954		
City:	Porto		
State/Country:	PORTUGAL		
Postal Code:	4149-008		
Entity Type:	COMPANY: PORTUGAL		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3625610	OUTDOOR SOLUTIONS CUDELL COMPETENCIA & I	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	pss@legal-link.pt		
Correspondent Name:	Pedro Seixas da Silva		
Address Line 1:	Rua Pedro Homem de Mello, 55 5.07		
Address Line 4:	Porto, PORTUGAL 4150-599		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 3625610

NAME OF SUBMITTER:	Pedro Seixas da Silva
Signature:	/Pedro Seixas da Silva/
Date:	05/23/2013
<b>Total Attachments: 3</b> source=Contrato Trademark transfer agreement#page1.tif source=Contrato Trademark transfer agreement#page2.tif source=Contrato Trademark transfer agreement#page3.tif	

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## TRADEMARK TRANSFER AGREEMENT

**FIRST PARTY:** GUSTAVO CUDELL, S.A, corporate entity No. 500 132 453, with headquarters at Rua Engenheiro Ferreira Dias, No. 954, parish of Ramalde, in Oporto, represented for all due purposes by the Chairman of the Board of Directors, GUSTAVO ARNOLDT CUDELL,

and

**SECOND PARTY:** DINAMIC HOLDING SGPS, S.A., corporate entity No. 510 399 509, with headquarters at Engenheiro Ferreira Dias, No. 954, parish of Ramalde, in Oporto, represented for all due purposes by the Chairman of the Board of Directors, GUSTAVO ARNOLDT CUDELL,

enter into, freely and spontaneously, this trademark transfer agreement, which is governed by the following clauses:

### Clause One

(Trademarks)

The First Party is owner and legitimate titleholder of various national and international trademarks, as follows:

- a) Trademark No. 2.888.097, registered at the **Oficina Española de Patentes y Marcas** (Spanish Patent and Trademark Office), in Spain, with the Trademark **La Tienda del Riego**;
- b) Trademark No. 348138, registered at the **Instituto Nacional de Propriedade Industrial** (National Institute of Industrial Property) in Portugal, with the Trademark **Loja de Rega**;
- c) Trademark No. 1610930, registered at the **Office for Harmonization in the Internal Market** (OAMI), with the Trademark **Gustavo Cudell**;
- d) Trademark No. 1610948, registered at the **Office for Harmonization in the Internal Market** (OAMI), with the Trademark **Cudell**;
- e) Trademark No. 5059911 registered at the **Office for Harmonization in the Internal Market** (OAMI), with the Trademark **Cudell – Outdoor Solutions**;
- f) Trademark No. 5060141 registered at the **Office for Harmonization in the Internal Market** (OAMI), with the Trademark **Cudell – Engenharia & Serviços**;

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g) Trademark No. 3.625.610, registered at the **United States Patent and Trademark Office** in the United States of America, with the Trademark **Cudell – Outdoor Solutions**;

h) Name of Establishment with No. 48947, registered at the **Instituto Nacional de Propriedade Industrial**, in Portugal, with the name **Loja de Rega**.

## Clause Two

### (Price)

The Second Party hereby pays the First Party the amounts listed below, and the latter declares it has already received the price for transfer of the trademarks, under the following terms:

a) Trademark No. 2.888.097, registered at the Oficina Española de Patentes y Trademarks, in Spain, with the Trademark La Tienda del Riego, for the amount of € 380.00;

b) Trademark No. 348138, registered at the Instituto Nacional de Propriedade Industrial, in Portugal, with the Trademark Loja de Rega, for the amount of € 360.00;

c) Trademark No. 1610930, registered at the Office for Harmonization in the Internal Market (OAMI), with the Trademark Gustavo Cudell, for the amount of € 4,500.00;

d) Trademark No. 1610948, registered at the Office for Harmonization in the Internal Market (OAMI), with the Trademark Cudell, for the amount of € 2.850.00;

e) Trademark No. 5059911 registered at the Office for Harmonization in the Internal Market (OAMI), with the Trademark Cudell – Outdoor Solutions, for the amount of € 2,200.00;

f) Trademark No. 5060141 registered at the Office for Harmonization in the Internal Market (OAMI), with the Trademark Cudell – Engenharia & Serviços, for the amount of € 1,800.00;

g) Trademark No. 3.625.610, registered at the United States Patent and Trademark Office in the United States of America, with the Trademark Cudell – Outdoor Solutions, for the amount of € 250.00;

h) Name of Establishment with No. 48947, registered at the Instituto Nacional de Propriedade Industrial, in Portugal, with the name Loja de Rega, for the amount of € 160.00.

**Clause Three**

*(Transfer)*

1. The First Party hereby transfers to the Second Party the rights inherent to the trademarks and to the name of the establishment identified in Clause One, and is not in any way responsible for the condition of the same.
2. The Second Party, in the capacity of purchaser of the trademarks, and name of the establishment identified above, shall proceed with the measures needed to register the present transfer and maintain the rights inherent therein, with the competent bodies, bearing all costs inherent to the respective administrative process.

**Clause Four**

*(Rights over the works)*

From this date forward, and by entering into this agreement, the First party declares that he renounces any rights inherent to the use of the trademarks and name of the establishment identified supra, and waives his use for any advertising or commercial purposes, and that he will abstain from any acts that may affect the rights of the Second Party.

Entered into and signed in 2 (two) duplicate originals.

Oporto, January 1, 2013

**BY THE FIRST PARTY**

**Gustavo Cudell, S.A.**

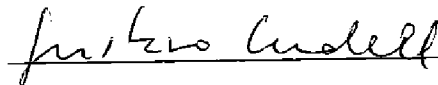
Por Procuração

  
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**BY THE SECOND PARTY**

**DINAMIC Holding, SGPS, S.A.**

Por Procuração

  
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