

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
MRM HOLDINGS LIMITED		08/07/2013	COMPANY: HONG KONG

RECEIVING PARTY DATA

Name:	MRM HK LIMITED
Street Address:	FLAT A, 15TH FLOOR CHEUNG FAT INDUSTRIAL BUILDING
Internal Address:	7-9 HILL ROAD, WESTERN DISTRICT
City:	HONG KONG
State/Country:	HONG KONG
Entity Type:	COMPANY: HONG KONG

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4168111	ANTI-THEFT
Registration Number:	4167565	CAMSAFE
Registration Number:	4083638	CARRYSAFE
Registration Number:	3879712	CARRYSAFE
Registration Number:	3880803	DROPSAFE
Registration Number:	3152788	EXOMESH
Registration Number:	4124028	OUTSMART
Registration Number:	3453789	PACSAFE
Registration Number:	2347685	PACSAFE
Registration Number:	4088017	PACSAFE
Registration Number:	3472293	PACSAFE
Registration Number:	3287670	PROSAFE
Registration Number:	4154992	RFID SAFE
Registration Number:	4083643	TRAVELSAFE

OP \$365.00 4168111

CORRESPONDENCE DATA

Fax Number: 3606517311

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

Phone: 3606517999

Email: IP_MRM@OUTPACDESIGNS.COM

Correspondent Name: OUTPAC DESIGNS, INC.

Address Line 1: 1410 - 7TH STREET PLAZA

Address Line 2: SUITE C-1

Address Line 4: MARYSVILLE, WASHINGTON 98270

DOMESTIC REPRESENTATIVE

Name: OUTPAC DESIGNS, INC.

Address Line 1: 1410 -7TH STREET PLAZA

Address Line 2: SUITE C-1

Address Line 4: MARYSVILLE, WASHINGTON 98270

NAME OF SUBMITTER:

MAGNUS MCGLASHAN

Signature:

/magnus mcglashan/

Date:

08/12/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Agreement is entered into by and between

MRM HOLDINGS LIMITED (herein referred to as "the Assignor"), a company incorporated in **MAURITIUS**, whose registered office is situated at **SUITE 802, ST JAMES COURT, ST DENIS STREET, PORT LOUIS, MAURITIUS**

and

MRM HK LIMITED (herein referred to as "the Assignee"), a company incorporated in **HONG KONG**, whose registered office is situated at **FLAT A, 15TH FLOOR CHEUNG FAT INDUSTRIAL BUILDING, 7-9 HILL ROAD, WESTERN DISTRICT, HONG KONG;**

WHEREAS, the Assignor is the beneficial owner of all the registered or pending trademarks set out in Schedule 1 of this Agreement (herein referred to as "the Trademarks"), all of which stand in the name of the Assignor; and

WHEREAS, the Assignee wishes to acquire the entire rights, titles, and interests in the Trademarks including the goodwill of the business in the goods for which the Trademarks are registered or pending;

NOW, THEREFORE, in consideration of the covenants set out in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which being acknowledged, THE PARTIES AGREE AS FOLLOWS:

1. Assignment of the Trademarks

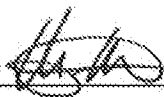

The Assignor hereby irrevocably assigns to the Assignee all properties, rights, titles, and interests including, but not limited to, all registration rights with respect to the Trademarks and all rights to prepare derivative marks, in and to the Trademarks, together with the entire goodwill of the business in the goods for which the Trademarks are registered or pending.

2. Consideration

In consideration for the assignment set forth in Article 1, the Assignor shall pay the Assignee the sum of US \$1.00 for each of the Trademarks.

3. Undertakings

The Assignor undertakes not to:

Assignor:  Assignee: 

- a) do any act which would or might invalidate or put in dispute the Assignee's rights, titles, or interests in the Trademarks;
- b) oppose any trademark application made by the Assignee in relation to the Trademarks;
- c) commence, continue, or support any application for removal of the Trademarks from any register of trademarks; or
- d) assist any third party to do any of the above.

4. Severability

If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect, except as mandated by the ruling.

5. Counterparts

This Agreement will be executed in two counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

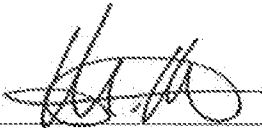
6. Governing law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Assignor and the Assignee irrevocably submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.


Effective date: August 7, 2013

**For and on behalf of the Assignor
MRM HOLDINGS LIMITED**

**For and on behalf of the Assignee
MRM HK LIMITED**


Signature

Name: MAGNUS MCGLASHAN
Title: MANAGING DIRECTOR


Signature

Name: ROBERT WESLEY SCHLIPPER
Title: CEO

Schedule 1: United States

Trademark Description	Status	Application No.	Trademark No.	Classes	Filing Date	Registration Date
Anti-Theft	Registered	85519796	4168111	18	19-Jan-2012	3-Jul-2012
Camsafe	Registered	85463635	4167565	9	3-Nov-2011	3-Jul-2012
CARRYSAFE	Registered	85335485	4083638	9	1-Jun-2011	10-Jan-2012
CARRYSAFE	Registered	85011401	3879712	18	12-Apr-2010	23-Nov-2010
DROPSAFE	Registered	77731497	3880803	9	7-May-2009	23-Nov-2010
EXOMESH	Registered	78410279	3152788	6	29-Apr-2004	10-Oct-2006
OUTSMART	Registered	85226221	4124028	18	26-Jan-2011	10-Apr-2012
PACSAFE	Registered	78864354	3453789	12, 18	19-Apr-2006	24-Jun-2008
PACSAFE	Registered	75510701	2347685	6	30-Jun-1998	2-May-2000
PACSAFE	Registered	85355970	4088017	9	24-Jun-2011	17-Jan-2012
PACSAFE	Registered	78864353	3472293	12, 18	19-Apr-2006	22-Jul-2008
PROSAFE	Registered	77052819	3287670	6	29-Nov-2006	4-Sep-2007
RFID SAFE	Registered	85220759	4154992	18	19-Jan-2011	5-Jun-2012
TRAVELSAFE	Registered	85335523	4083643	18	1-Jun-2011	10-Jan-12

Effective date: August 7, 2013

**For and on behalf of the Assignor
MRM HOLDINGS LIMITED**

**For and on behalf of the Assignee
MRM HK LIMITED**



Signature

Name: MAGNUS MCGLASHAN
Title: MANAGING DIRECTOR



Signature

Name: ROBERT WESLEY SCHLIPPER
Title: CEO