

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
Crypton Limited	FORMERLY FoldCrown Limited	03/31/2013	COMPANY:

RECEIVING PARTY DATA

Name:	Continental Automotive GmbH
Street Address:	Vahrenwalder StraBe 9
City:	Hannover
State/Country:	GERMANY
Postal Code:	30165
Entity Type:	gesellschaft mit beschränkter hafting: GERMANY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2117645	CRYPTON

CORRESPONDENCE DATA

Fax Number: 3027782600
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 302-778-3460
 Email: tmde@ratnerprestia.com
 Correspondent Name: Rex A. Donnelly
 Address Line 1: P.O. Box 1596
 Address Line 2: 1007 Orange Street, Suite 1100
 Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER:	CTAM-137US
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DOMESTIC REPRESENTATIVE

Name: Rex A. Donnelly
 Address Line 1: P.O. Box 1596

OP \$40.00 2117645

Address Line 2: 1007 Orange Street, Suite 1100
Address Line 4: Wilmington, DELAWARE 19899

NAME OF SUBMITTER:	Rex A. Donnelly
Signature:	/rad/
Date:	08/20/2013

Total Attachments: 6
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DATED 31st March 2013

- (1) **CRYPTON LIMITED** (formerly known as **FOLDCROWN LIMITED**)
- (2) **CONTINENTAL AUTOMOTIVE GmbH**

ASSIGNMENT OF TRADE MARKS

K&L Gates LLP
One New Change London EC4M 9AF
Tel: +44 (0)20 7648 9000
Fax: +44 (0)20 7648 9001
Ref: HDK\STD\1500205.00013

TRADEMARK
REEL: 005094 FRAME: 0251

THIS DEED is made on 31st March 2013

BETWEEN:

- (1) **CRYPTON LIMITED** (formerly known as **FOLDCROWN LIMITED**) registered in England and Wales under number 3451389 whose registered office is at Hopton Industrial Estate, London Road, Devizes, Wiltshire SN10 2EU (the "**Assignor**"); and
- (2) **CONTINENTAL AUTOMOTIVE GmbH** registered in Germany under number HRB 59424 whose registered office is at Vahrenwalder Straße 9, 30165, Hannover, Germany (the "**Assignee**").

WHEREAS:

- (A) The Assignor is the proprietor of the Trade Marks (as defined below).
- (B) Pursuant to the terms of the Agreement (as defined below), the Assignor has agreed to transfer and the Assignee has agreed to accept the transfer of the Trade Marks.
- (C) The parties have entered into this Deed to give effect to the assignment of the Trade Marks to the Assignee.

NOW IT IS AGREED as follows:

1. **INTERPRETATION**

In this Deed, unless the context requires otherwise:

"**Agreement**" means the asset sale agreement entered into between the Assignor and the assignee on the date hereof; and

"**Trade Marks**" means the trade marks, details of which are set out in the Schedule.

2. **ASSIGNMENT**

In consideration for the payment by the Assignee to the Assignor of the sum of £1, receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee with full title guarantee, all right, title and interest in and to the Trade Marks including all rights, common law rights, resulting registration(s) and applications therefor, privileges and advantages thereto, together with (in the case of those of the Trade Marks registered in the United States of America) the goodwill of the business connected with the use of such Trade Marks and symbolised thereby, including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely in all jurisdictions.

3. **FURTHER ASSURANCE**

- 3.1 The Assignor shall at all times hereafter promptly do all such acts and execute all such documents as the Assignee may request to give full effect to this Deed and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder.
- 3.2 The Assignor shall provide the Assignee with such assistance as the Assignee may from time to time require for the purpose of defending or enforcing the Trade Marks, provided that the Assignee indemnifies the Assignor for all reasonable costs and damages incurred as a result.
- 3.3 The Assignor irrevocably appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full

benefit of this Deed. A certificate in writing, signed by any director of the Assignee, that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case so far as any third party is concerned.

- 3.4 This power of attorney is irrevocable as long as any of the Assignor's obligations under this Deed remain undischarged.
- 3.5 The Assignor must ratify and confirm everything that the attorney does or arranges using the powers granted under this Clause.

4. **COUNTERPARTS**

- 4.1 This Deed may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart.
- 4.2 Each counterpart shall constitute an original of this Deed, but all the counterparts shall together constitute but one and the same instrument.

5. **GOVERNING LAW**

- 5.1 This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes and claims) are governed by and construed in accordance with the law of England and Wales.
- 5.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

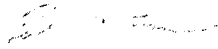
IN WITNESS whereof this document has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SCHEDULE
Trade Marks

	Trade Mark / Application Number	Mark / Text	Proprietor	Jurisdiction
1.	EU000275040	CRYPTON	Foldcrown Limited	European Community
2.	627818	CRYPTON	Foldcrown Limited	UK
3.	996678	CRYPTON	Foldcrown Limited	UK
4.	2044297	CRYPTON	Foldcrown Limited	UK
5.	1192121	WHEELFORCE	Crypton Limited	UK
6.	1217288	WHEELFORCE	Crypton Limited	UK
7.	2106542	DIESELTUNE	Crypton Limited	UK
8.	958953	CRYPTON	Foldcrown Limited	Germany
9.	2117645	CRYPTON	Foldcrown Limited	USA
10.	1993494	CRYPTON	Crypton Limited	India
11.	764346	CRYPTON	Foldcrown Limited	Spain
12.	1493290	CRYPTON	Foldcrown Limited	France
13.	893569	CRYPTON	Foldcrown Limited	Italy
14.	199087	CRYPTON	Foldcrown Limited	Norway
15.	77/3218	CRYPTON	Foldcrown Limited	South Africa
16.	77/3219	CRYPTON	Foldcrown Limited	South Africa
17.	96/8676	CRYPTON	Foldcrown Limited	South Africa

SIGNED AS A DEED
by **CRYPTON LIMITED**
acting by:

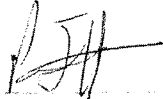
Signature of Director



Print name of Director

Peter Houldew

Signature of Director



Print name of Director

PETER HOULDEW

SIGNED AS A DEED on behalf of
CONTINENTAL AUTOMOTIVE GmbH, a
company incorporated in Germany, by:

Sign here

and

being persons who, in accordance with the laws of
that territory, are acting under the authority of the
company

Authorised Signatories

SIGNED AS A DEED
by **CRYPTON LIMITED**
acting by:

Signature of Director

Print name of Director

Signature of Director

Print name of Director

SIGNED AS A DEED on behalf of
CONTINENTAL AUTOMOTIVE GmbH, a
company incorporated in Germany, by:

Sign here

Georg Sietermann

and

HARALD STUHMANN

[Signature]

being persons who, in accordance with the laws of
that territory, are acting under the authority of the
company

Authorised Signatories