

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
RB CONCEPTS LIMITED		09/01/2013	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	REGLER LIMITED		
Street Address:	UNIT 5, WESSEX BUSINESS CENTRE		
Internal Address:	MEADOW LANE		
City:	WESBURY		
State/Country:	UNITED KINGDOM		
Postal Code:	BA133EG		
Entity Type:	CORPORATION: UNITED ARAB EMIRATES.		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85613309	XYLOBAND	
CORRESPONDENCE DATA			
Fax Number:	6508517232		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	650-851-7210		
Email:	alan@younglawfirm.com		
Correspondent Name:	YOUNG LAW FIRM, PC		
Address Line 1:	4370 Alpine Road		
Address Line 2:	Suite 202		
Address Line 4:	Portola Valley, CALIFORNIA 94028		
ATTORNEY DOCKET NUMBER:	HB6729 (T3363US)		
DOMESTIC REPRESENTATIVE			

OP \$40.00 85613309

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Alan W YOUNG
Signature:	/alan w young/
Date:	03/06/2014

Total Attachments: 13
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ASSIGNMENT OF PATENT APPLICATIONS, DESIGN APPLICATIONS AND REGISTRATIONS, TRADE MARK REGISTRATION AND APPLICATION & RIGHTS OF MANUFACTURE

Date: 1 September 2013

Parties:

- (1) RB CONCEPTS LIMITED whose company number is No.7421094 and whose registered office is Offwell House, Honiton, Devon, EX14 9SA, United Kingdom ("The ASSIGNOR"); and
- (2) Regler Limited whose company number is No.No.8556611 and whose registered office at Unit 5, Wessex Business Centre, Meadow Lane, Westbury, BA13 3EG, United Kingdom ("The ASSIGNEE").

Recitals:

- A. The ASSIGNOR has applied for grant of patent rights, registered design rights and trade mark rights identified in Schedule A of this Agreement (hereinafter referred to in this part "Intellectual Property Rights"), including (but not limited to) applications pending under the Patent Cooperation Treaty, the European Patent Convention, the EU Community Design and Trade Mark Regulations and filed with appropriate international authorities and/or national patent offices, including but not limited to the United States Patent Office and UK Intellectual Property Office.
- B. The ASSIGNOR has developed or obtained Manufacturing and Certification Rights, as well as national and international compliance certification(s) or equipment authorizations, for its Xyloband RF-controlled LED wristband system, including (without limitation) a Grantee Code "JY7" in the USA related to FCC equipment authorization for the RB-4950 transmitter and Japanese Compliance Certificate 205-120138 for the RB-4950 transmitter.

- C. The ASSIGNOR has agreed to assign to The ASSIGNEE the Intellectual Property Rights, the Manufacturing and Certification Rights and all its rights, title and interest therein upon the terms and conditions set out below:

OPERATIVE PROVISIONS:

1. In pursuance of the Agreement dated 1 September 2013 between the parties hereto and in consideration of the sum agreed in said Agreement and now paid by the ASSIGNEE to the ASSIGNOR (receipt and sufficiency of which the ASSIGNOR hereby acknowledges), the ASSIGNOR with full title guarantee HEREBY ASSIGNS, SELLS and TRANSFERS unto the ASSIGNEE:
 - 1.1 the full and exclusive benefit of the ASSIGNOR'S worldwide right(s) and title(s) to and interest(s) in any Invention(s) and/or all the Intellectual Property Rights listed in Schedule A of this Agreement and, furthermore, any Patents, designs or trade marks granted or registered with respect thereto including (but not limited to) all rights in divisional patent applications, continuation applications, reissues and/or continuation-in-part applications related to or derivable from any pending or future application seeking protection for an Invention, a design registration or a trade mark;
 - 1.2 the worldwide right to apply for and obtain letters patent whether under the European Patent Convention or elsewhere or the right to apply and obtain other similar forms of protection in respect of the Intellectual Property Rights Invention(s) anywhere in the world, and the right to apply for and obtain trade mark and design registrations;
 - 1.3 the full and exclusive benefit of the ASSIGNOR'S worldwide right(s) and title(s) to and interest(s) all innovations and concepts relating to the business interests of the ASSIGNEE at the date of this Agreement, as well as (i) any and all copyrights, including literary and/or artistic works and software programs commissioned by the ASSIGNOR with respect to Xyloband Technologies and Interactive Toy Technology; (ii) the right of reproduction and any and all copyright or unregistered design right related to or derived from design drawings

(or insubstantial modifications thereof) that are authored, owned, commissioned by and/or equitably belong to the ASSIGNOR at the date of this Agreement; and (iii) the right to have articles of manufacture made in accordance with, or substantially in accordance with, those design drawings, concepts and/or know-how or which are otherwise suggested or described in any Intellectual Property Right listed in Schedule A.

- 1.4 any Patent(s) under the European Patent Convention or granted by other national authorities, including but not limited to the USPTO, or other similar forms of intellectual property protection, including utility models, granted in respect of any Invention(s) or Intellectual Property Right in each or any country and issued pursuant to one or more pending application(s) or any further application(s) based thereon;
- 1.5 all rights and interests vested in, available to or acquired by the ASSIGNOR under any and all international conventions, including the right to priority under the Paris Convention, or national or international treaties relating to (without limitation) applications for patents, registrations or rights that otherwise subsist, are in or come into existence by virtue of the ASSIGNOR's actions and its obligations to assign those rights under this Agreement for the sole benefit and exclusive use of the ASSIGNEE.
- 1.6 the worldwide right to recover and take all such proceedings as may be necessary for the recovery of damages or otherwise, including applications for injunctive relief, in respect of all infringements of any patent, design registration and/or trade mark granted pursuant to any application irrespective of whether such infringement(s) take place before or after the date of this Agreement; and

TO HOLD the same unto The ASSIGNEE absolutely.

2. THE ASSIGNOR HEREBY COVENANTS with the ASSIGNEE that the ASSIGNOR will at the expense of the ASSIGNEE execute sign and do all such instruments, applications, documents, acts and things as may reasonably be requested or required by the ASSIGNEE to enable the ASSIGNEE (or the nominee of the ASSIGNEE) to enjoy the full benefit of the property and/or manufacturing rights hereby assigned and (if

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- requested to do so by the ASSIGNEE) to apply for any patents under the European Patent Convention or other national legislation(s), or to apply for other forms of protection in respect of the Invention(s), and thereafter fully and effectively vest the same in the ASSIGNEE or its nominee as the ASSIGNEE shall direct.
3. The amount stated in this deed to be payable by the ASSIGNEE is exclusive of any Value Added Tax which shall be payable in addition by the ASSIGNEE on the rendering by the ASSIGNOR of any appropriate Value Added Tax invoice.
 4. The ASSIGNOR hereby authorises and requests the Commissioner of Patents and Trademarks of the United States of America to issue Letters Patent, including trade mark registrations, upon an application for Letters Patent filed in the United States for said Inventions, said Intellectual Property Rights or upon any division, extension, continuation or reissue thereof to the ASSIGNEE for the sole use and behoof of the ASSIGNEE, its successors, assigns and legal representatives to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by the ASSIGNOR had this assignment not been made. The ASSIGNOR hereby further authorizes and requests that equivalent national patent and trade mark authorities, including the European Patent Office and the OHIM, in foreign territories to issue patents, trade mark or design registrations of their respective countries to the ASSIGNEE.
 5. The ASSIGNOR assigns and transfers unto the ASSIGNEE absolutely all its rights, privileges and interests in the Manufacturing and Certification Rights, including (but not limited to) the grantee codes, certificates and equipment authorizations identified in Schedule A of this Agreement, thereby to vest directly in the ASSIGNEE for its sole benefit and use all those Manufacturing and Certification Rights required for commercial supply and/or use of Xyloband Technologies or Interactive Toy Technology, or otherwise to allow the ASSIGNEE to seek, obtain and register a transfer of any pre-existing registration or equipment authorization relating to national standards compliance for radio frequency emissions and/or product safety.

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SCHEDULE A

I) PATENT FAMILY 1: INTERACTIVE TOY TECHNOLOGY

UK Patent Application No. GB 0805925.5	Publication No. <i>Did Not Publish</i>
GB Filing Date: 2 April 2008	
Priority Right(s): <i>N.A.</i>	Status: Lapsed without publication

UK Patent Application No. GB 0810296.4	Publication No. <i>Did Not Publish</i>
GB Filing Date: 5 June 2008	
Priority Right(s): <i>N.A.</i>	Status: Lapsed without publication

PCT Patent Application No. PCT/GB2009/000796	Publication No. WO 2009/122142
International Filing Date: 27 March 2009	<i>AUDIO OR AUDIOVISUAL INTERACTIVE ENTERTAINMENT SYSTEM AND SWITCHING DEVICE</i>
Priority Right(s): GB 0805925.5 GB 0810296.4	Status: Lapsed - national phase entry expired

EP Patent Application No. 09729138.5	Publication No. EP 2272358
Regional Phase Entry Date: 8 October 2010	<i>AUDIO OR AUDIOVISUAL INTERACTIVE ENTERTAINMENT SYSTEM AND SWITCHING DEVICE</i>
Priority Right(s): GB 0805925.5 GB 0810296.4	Status: Pending before EPO - in examination

US Patent Application Serial No. 12/936,261	Publication No.
National Phase Entry Date: 4 October 2010	<i>AUDIO OR AUDIOVISUAL INTERACTIVE ENTERTAINMENT SYSTEM AND SWITCHING DEVICE</i>
Priority Right(s): GB 0805925.5 GB 0810296.4	Status: Pending before USPTO - examination response filed

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II) PATENT FAMILY 2: INTERACTIVE TOY TECHNOLOGY

UK Patent Application No. GB 0917403.8	Publication No.
Filing Date: 5 October 2009	<i>INTERACTIVE TOYS AND A METHOD OF SYNCHRONIZING OPERATION THEREOF</i>
Priority Right(s): <i>None</i>	Status: Lapsed without publication

International Patent Application No. PCT/GB2010/051663	Publication No. WO 2011/042731
Filing Date: 5 October 2010	<i>INTERACTIVE TOYS AND A METHOD OF SYNCHRONIZING OPERATION THEREOF</i>
Priority Right(s): GB 0917403.8	Status: Lapsed – national phase entry expired

EP Patent Application No. EP 18777080.2	Publication No.
Filing Date: 5 October 2010	<i>INTERACTIVE TOYS AND A METHOD OF SYNCHRONIZING OPERATION THEREOF</i>
Priority Right(s): GB 0917403.8	Status: Pending – Rule 161 Response filed Jan 2013

US Patent Application Serial No. 13/598,432	Publication No.
Filing Date: 5 October 2010	<i>INTERACTIVE TOYS AND A METHOD OF SYNCHRONIZING OPERATION THEREOF</i>
Priority Right(s): GB 0917403.8	Status: Pending

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(II) PATENT FAMILY 3: INTERACTIVE TOY TECHNOLOGY

UK Patent Application No. GB 1009702.0	Publication No.
Filing Date: 10 June 2010	<i>MEDIA DELIVERY SYSTEM AND A PORTABLE COMMUNICATIONS MODULE FOR AUDIO AND REMOTE CONTROL OF INTERACTIVE TOYS OR DEVICES</i>
Priority Right(s): <i>None</i>	Status: Lapsed

International Patent Application No. PCT/GB2011/051085	Publication No.
Filing Date: 10 June 2011	<i>MEDIA DELIVERY SYSTEM AND A PORTABLE COMMUNICATIONS MODULE FOR AUDIO AND REMOTE CONTROL OF INTERACTIVE TOYS OR DEVICES</i>
Priority Right(s): GB 1009702.0 (10 June 2010)	Status: Lapsed - national phase entry expired

US Patent Application Serial No. 13/783,178	Publication No.
Filing Date: 10 June 2011	<i>MEDIA DELIVERY SYSTEM AND A PORTABLE COMMUNICATIONS MODULE FOR AUDIO AND REMOTE CONTROL OF INTERACTIVE TOYS OR DEVICES</i>
Priority Right(s): GB 1009702.0 (10 June 2010)	Status: Pending waiting 1 st examination report

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IV) PATENT FAMILY 4: XYLOBAND TECHNOLOGY

GB Patent Application No. GB1113805.4	Publication No.
Filing Date: 11 Aug 2011	INTERACTIVE LIGHTING EFFECT AND WRISTBAND
Priority Right(s): N.A.	Status: Lapsed without publication

GB Patent Application No. GB1120708.1	Publication No.
Filing Date: 1 December 2011	INTERACTIVE LIGHTING EFFECT WRISTBAND & INTEGRATED ANTENNA
Priority Right(s): GB1113805.4 (11 August 2011)	Status: Lapsed without publication

International Patent Application No. PCT/GB2012/031950	Publication No. WO 2013/021209
Filing Date: 10 June 2011	INTERACTIVE LIGHTING EFFECT WRISTBAND & INTEGRATED ANTENNA
Priority Right(s): GB1113805.4 (11 August 2011) GB1120708.1 (1 December 2011)	Status: Pending

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V) REGISTERED DESIGN RIGHTS: XYLOBAND WRISTBAND

EU Community Design	Application/Registration No. 001942814-0001
Filing Date/Registration Date: 4 November 2011/4 November 2011	RF-Controlled Wristband
Priority Right(s): N.A.	Status: Registered

Brazil	Application/Registration No. BR 30 2012 002176.6
Filing Date/Registration Date: 2 May 2012	RF-Controlled Wristband
Priority Right(s): EU 001942814-0001 (4 Nov 2011)	Status: Pending

China	Application/Registration No. 2012 30147337.7/ZL 2012 3 0147337.7
Filing Date/Registration Date: 3 May 2012/31 October 2012	RF-Controlled Wristband
Priority Right(s): EU 001942814-0001 (4 Nov 2011)	Status: Registered

Japan	Application/Registration No. D12X0004/1468153
Filing Date/Registration Date: 1 May 2012/29 March 2013	RF-Controlled Wristband
Priority Right(s): EU 001942814-0001 (4 Nov 2011)	Status: Registered

Turkey	Application/Registration No. 2012-03135/2012-03135
Filing Date/Registration Date: 3 May 2012/3 May 2012	RF-Controlled Wristband
Priority Right(s): EU 001942814-0001 (4 Nov 2011)	Status: Registered

USA	Application/Registration No. 29/420,024
Filing Date/Registration Date: 3 May 2012	RF-Controlled Wristband
Priority Right(s): EU 001942814-0001 (4 Nov 2011)	Status: Pending

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VI) Trade Mark Rights: "XYLOBAND"

EU (OHIM) Community Registration	Application/Registration No. EU 10389195
Filing Date/Registration Date: 3 November 2011/20 June 2012	Goods Classification 09: light emitting wristbands, amulets and lanyards, wristbands, amulets and lanyards including RF receivers; parts and fittings therefor; all included in class 09 14: bracelets and brooches, necklaces, pendants; jewellery made from plastic and glass; in included in class 14 25: articles of attire, especially lanyards, wristbands, headbands and hats; all included in class 25.
Priority Right(s): N.A.	Status: Registered

Australia	Application/Registration No. 1488914
Filing Date/Registration Date: 3 May 2012	09: electronic apparatus and instruments, being RF-based LED wristbands, countdown-controlled lighting effect wristbands, amulets and lanyards; light emitting wristbands, amulets and lanyards, wristbands amulets and lanyards including RF receivers; and parts and fittings therefor being controlled lighting effect apparatus and remotely controlled lighting effect receivers. 14: bracelets and brooches, necklaces, pendants and pins; jewellery made from plastic and glass. 25: articles of attire, including lanyards, wristbands, headbands and hats.
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Allowed -- registration fee paid

Brazil	Application/Registration No. 840104073
Filing Date/Registration Date: 26 April 2012	Goods Classification 09: light emitting wristbands, amulets and lanyards, wristbands, amulets and lanyards including RF receivers; parts and fittings therefor; all included in class 09.
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Pending

Brazil	Application/Registration No. 840104081
Filing Date/Registration Date: 26 April 2012	Goods Classification 14: bracelets and brooches, necklaces, pendants; jewellery made from plastic and glass; in included in class 14.
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Pending

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Brazil	Application/Registration No. 840104065
Filing Date/Registration Date: 26 April 2012	Goods Classification 25: articles of attire, especially lanyards, wristbands, headbands and hats; all included in class 25
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Pending

China	Application/Registration No. 10859552/10859552
Filing Date/Registration Date: 3 May 2012/21 December 2013	Goods Classification 09: Flashing light (luminous signals), light emitting diodes; RF receivers; integrated circuit chips; time switches (automatic) chronographs [time recording apparatus]; remote control apparatus
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Registered

China	Application/Registration No. 10859551/10859551
Filing Date/Registration Date: 3 May 2012/25 September 2013	Goods Classification 14: bracelets, brooches, necklaces, pendants, pins, jewellery made from plastic and glass
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Registered

China	Application/Registration No. 10859550/10859550
Filing Date/Registration Date: 3 May 2012/21 December 2013	Goods Classification 25: wristbands, headbands, hats
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Registered

Japan	Application/Registration No. T12X0043/5520631
Filing Date/Registration Date: 2 May 2012/7 September 2012	Goods Classification 09: 14: 25:
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Registered

Turkey	Application/Registration No. 2012/39948
Filing Date/Registration Date: 30 April 2012	Goods Classification 09: 14: 25:
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Abandoned

USA	Application/Registration No. 85/613,309
Filing Date/Registration Date: 1 May 2012	Goods Classification 09; 14; 25;
Priority Right(s): EU 10389195 (3 Nov 2011)	Status: Pending

VII) Manufacturing and Certification Rights

Grantee Code "JY7" for use in the USA for FCC compliance and certification testing purposes and/or approvals.

FCC Equipment Authorization **JY7-RB4950** dated 29 November 2012

Japanese Certification No. **205-120138** dated 28 November 2012.

Industry Canada radio emissions test report for the Xyloband Transmitter RB4941.

SIGNED as a Deed on this first day of September 2013:

By Jason Charles REGLER in his capacity as Managing Director of RB CONCEPTS LIMITED
(The ASSIGNOR)

Jason Regler 1st Sept 2013

In the presence of:

Bruce C. Deakin
BRUCE C. DEAKIN (European Patent Attorney)
Dallington, 30 Hunterhill Lane, Chipmunk, Wiltshire

TRADEMARK

Signature & Name & Address

SIGNED as a DEED this first day of September 2013:

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1st Sept
2013

By ^{Reglar} ~~REGLAR~~ LIMITED (The ASSIGNEE) represented by and acting through its Managing Director

Jason Reglar 1st Sept 2013.

Signature & Name

In the presence of: *Bruce Dearling*
BRUCE C. DEARLING (European Patent Attorney)
Dallymore, 30 Hursthill Lane, Chapmanslade, Wiltshire BA13 4AS, UK

Signature & Name & Address

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