

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Alan Barratt		10/28/2013	INDIVIDUAL: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Grenade (UK) Limited		
<b>Street Address:</b>	Unit 5 Spitfire Close		
<b>Internal Address:</b>	Coventry Business Park		
<b>City:</b>	Coventry		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	CV5 6UR		
<b>Entity Type:</b>	Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4250793	DECLARE WAR ON FAT	
<b>Registration Number:</b>	4322838	THERMO DETONATOR	
<b>Registration Number:</b>	2886209	GRENADE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3303764577		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3308496641		
<b>Email:</b>	sketler@ralaw.com		
<b>Correspondent Name:</b>	Suzanne K. Ketler		
<b>Address Line 1:</b>	222 South Main Street		
<b>Address Line 2:</b>	Roetzel & Andress		
<b>Address Line 4:</b>	Akron, OHIO 44308		
<b>ATTORNEY DOCKET NUMBER:</b>	118246.0045		
<b>NAME OF SUBMITTER:</b>	Suzanne K. Ketler		
<b>SIGNATURE:</b>	/Suzanne K. Ketler/		
<b>DATE SIGNED:</b>	10/28/2014		
<b>Total Attachments: 7</b>			

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## ASSIGNMENT

THIS ASSIGNMENT is made this 2<sup>nd</sup> day of OCTOBER 2013 BETWEEN Alan Barratt of Oak Lane House, Oak Lane, Barston, Solihull, West Midlands, B92 0JR, United Kingdom (hereinafter called "the Assignor") of the one part and GRENADE (UK) LIMITED (company registration no. 06978658) whose registered office is Unit 5 Spitfire Close, Coventry Business Park, Coventry, CV5 6UR, United Kingdom (hereinafter called "the Assignee") of the other part.

Hereinafter referred to together as the "Parties"

### WHEREAS:

- (A) The Assignor is the proprietor of the Trade Marks and Designs (as defined below).
- (B) The Assignor has agreed to assign the Trade Marks and Designs to the Assignee for the consideration hereinafter appearing and upon the terms of this Agreement.

### 1 Definitions and interpretation

- 1.1 In this Agreement the words below have the meanings next to them unless the context requires otherwise:

**Commencement Date** means the date of this Agreement;

**Designs** means the registered and unregistered Designs owned by Alan Barratt, including, but not limited to those listed at Schedule A, including any unregistered designs rights and copyright subsisting in the design registrations listed at Schedule A.

**Parties** means the parties to this Agreement.

**Territory** means worldwide.

**Trade Marks** means the registered and unregistered Trade Marks owned by Alan Barratt, including, but not limited to those listed at Schedule B.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; provided that, as between the parties, no such amendment,

extension or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.

- 1.5 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

**NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:**

**2 Assignment and transfer of title.**

- 2.1 In pursuance of the said Agreement and in consideration of the sum of £1 [one Pound sterling] now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged by the Assignor), the Assignor hereby assigns with full title guarantee unto the Assignee **ALL THE** all the rights, titles and interests in and to: the Trade Marks together with the goodwill of the business symbolised by or attributable to the Trade Mark(s); and Designs **TO HOLD** the same unto the Assignee absolutely.
- 2.2 The assignment shall take effect and all rights, titles and interests in and to each Trade Mark and Design in accordance with this Agreement shall transfer to the Assignee from the Commencement Date.

**3 Recordal**

- 3.1 The Assignor covenants to execute all such documents, forms and authorisations and depose to or swear any declaration or oath as may be required for absolutely vesting the benefit of the Trade Marks and Designs in favour of the Assignee.

**4 Warranties and indemnities.**

- 4.1 Nothing in this Agreement shall constitute any representation or warranty that the Trade Mark and Design Applications listed in the schedule shall proceed to grant or, if granted, shall be valid, or that the use or registration of the Trade Mark and Design Applications listed in the schedule will not infringe or otherwise conflict with the rights of any person.
- 4.2 Each party acknowledges that in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

**5 Whole Agreement**

- 5.1 This Agreement (and any document referred to in it) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 5.2 Each party acknowledges that, in entering into this Agreement (and any document referred to in it), it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 5.3 Nothing in this clause shall limit or exclude any liability for fraud.

**6 Third party rights**

- 6.1 No person other than a party to this agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this agreement.

**7 Governing law and jurisdiction**

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

**8 General**

- 8.1 This Agreement shall set out the entire agreement and understanding between the parties in connection with its subject matter and shall supersede and replace all documentation, representations, arrangements and understandings, whether written or oral, previously issued in respect of the same and relating to the subject matter of this Agreement. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than expressly set out in this Agreement.
- 8.2 Neither party may assign this Agreement without the prior written consent of the other party.

8.3 Any variation to this Agreement must be in writing and signed by the parties' respective authorised signatories.

8.4 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. Any electronic facsimile transmission of any signature on behalf of a Party shall be deemed an original and shall bind such Party.

IN WITNESS WHEREOF the parties hereto have executed this Assignment the date and year first before written.

Signed by Alan Barratt  
For and on behalf of Alan Barratt

in the presence of:-

Witness Sarah Weston  
Name SARAH WESTON  
Address SATBORNFIELD RD  
ACOCKS GREEN, BIRMINGHAM

Signed by Justin Barrett  
For and on behalf of Grenade ~~(UK)~~ Limited

in the presence of:-

Witness Rob Page  
Name Rob Page  
Address 3 Wellington Drive  
Stratford upon Avon CV37 7H5

**Schedule A to agreement between Alan Barratt and Grenade (UK) Limited**

<b>Short Title</b>	<b>Country</b>	<b>Filed</b>	<b>Application No.</b>	<b>Grant dated</b>	<b>Final No.</b>
Grenade Bottle	Canada	02-Jun-10	135 676	14-Jan-11	135 676
Grenade Bottle	European Union	04-Dec-09	001183214	18-Jan-10	001183214-0001
Grenade Bottle	USA	04-Mar-10	29/396 241	26-Jun-12	D662 425
.50 Calibre Box	European Union	23-May-12	002046169	25-May-12	002046169-0001
.50 Calibre Box	USA	13-Jun-12	29/424 562	03-Sep-2013	D688 940

## Schedule B to agreement between Alan Barratt and Grenade (UK) Limited

Mark	Country		Filed	Application No.	Grant date	Final No.
GRENADE	Brazil		08-Jul-2011	831053887		
GRENADE	Canada		05-Jul-2007	1354547	08-Dec-09	754776
DEVASTATOR	Canada		12-Oct-2010	1499110		
GRENADE	Community Mark	Trade	06-Jul-2006	5182019	11-Apr-07	5182019
THERMO DETONATOR	Community Mark	Trade	23-Feb-2010	8904625	27-Sep-10	8904625
Thermo Grenade	Community Mark	Trade	28-Jun-2010	9206574	15-Nov-10	9206574
DEVASTATOR	Community Mark	Trade	09-Oct-2010	9435124	28-Feb-11	9435124
GRENADE	Community Mark	Trade	06-Jun-2011	10023141	17-Oct-11	10023141
MUSCLE MACHINE	Community Mark	Trade	28-Sep-2011	10299196	02-Mar-12	10299196
.50 CALIBRE	Community Mark	Trade	06-Dec-2011	10472645	18-Apr-12	10472645
ENGAGE	Community Mark	Trade	14-Mar-2012	10725224	25-Jul-12	10725224
GRENADE & Device	Community Mark	Trade	12-Apr-2012	10803609	23-Aug-12	10803609
FORCES FUEL	Community Mark	Trade	19-Oct-2012	11280963	18-Mar-13	11280963
ARM YOURSELF	Community Mark	Trade	14-Jan-2013	11483864	28-May-13	11483864
RELOAD	Community Mark	Trade	14-Jan-2013	11483997	28-May-13	11483997
THERMITE	Community Mark	Trade	20-Mar-2013	11672078	31-Jul-13	11672078
RELOAD	Community Mark	Trade	28-Mar-2013	11697943	23-Aug-13	11697943
MUSCLE DEFENSE	Community Mark	Trade	16-May-2013	11821873		
GRENADE DEFEND	Community Mark	Trade	20-May-2013	11827904		



Mark	Country	Filed	Application No.	Grant date	Final No.
GRENADE THERMO DETONATOR Device	Community Trade Mark	05-Aug-2013	12042602		
GRENADE	India	28-Oct-2010	2045896		
.50 CALIBRE	India	01-Jun-2012	2341547		
.50 CALIBRE	India	01-Jun-2012	2341548		
.50 CALIBRE	India	01-Jun-2012	2341549		
GRENADE	Madrid Protocol	20-Oct-2009	1030202	20-Oct-09	1030202
GRENADE	Malaysia	30-Sep-2011	2011053916		
GRENADE	South Africa	31-May-2010	201011504		
GRENADE	UAE	06-Apr-2011	155370		
GRENADE	USA	09-Nov-2001	78092637	21-Sep-04	2886209
DECLARE WAR ON FAT	USA	21-Apr-2011	85301297	27-Nov-12	4250793
THERMO DETONATOR	USA	18-Aug-2011	85400848	23-Apr-13	4322838