

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328913

<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>
Sebela International Limited		12/31/2014	Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ferndale IP, Inc.		
<b>Street Address:</b>	780 W. Eight Mile Road		
<b>City:</b>	Ferndale		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48220		
<b>Entity Type:</b>	CORPORATION: MICHIGAN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1353649	PRAX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2486475210		
<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>	248-647-6000		
<b>Email:</b>	docket@patlaw.com		
<b>Correspondent Name:</b>	Julie A. Greenberg		
<b>Address Line 1:</b>	PO Box 7021		
<b>Address Line 4:</b>	Troy, MICHIGAN 48007-7021		
<b>ATTORNEY DOCKET NUMBER:</b>	FLI-01019/03		
<b>NAME OF SUBMITTER:</b>	Julie A. Greenberg		
<b>SIGNATURE:</b>	/jag/		
<b>DATE SIGNED:</b>	01/14/2015		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT OF TRADEMARK RIGHTS**

This Assignment of Trademark Rights (the "*Assignment*"), dated as of December 31, 2014 (the "*Effective Date*"), is made by SEBELA INTERNATIONAL LIMITED, an Irish company ("*Assignor*") to FERNDALE IP, INC., a Michigan corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the trademark, and all registrations and applications therefor pending or subsisting in the United States of America (the "*Territory*"), specified in Schedule A attached (the "*Trademark*");

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademark in the Territory; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademark in the Territory;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1 **Assignment and Transfer.** Assignor hereby assigns to Assignee all rights, title and interests in and to the Trademark in the Territory, together with (i) the registrations of the Trademark in the Territory and all renewals and extensions of the foregoing, and (ii) the goodwill of the business symbolized by and associated with the Trademark and such registrations in the Territory. This assignment includes an assignment of all rights to (a) sue and recover damages for (and all profits and interests associated with) past and future infringement or dilution of Assignor's rights in the Trademark in the Territory, the registrations thereof or the goodwill symbolized by or associated with the Trademark or such registrations in the Territory, (b) bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country in the Territory for cancellation or opposition, or other proceeding, in connection with the Trademark and (c) to collect any income, royalties, proceeds and payments arising after the Effective Time by virtue of the use thereof in the Territory. The rights, title and interests are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

2 **Miscellaneous.**

a. Assignor further covenants that it will execute and deliver, from time to time after the date hereof upon the reasonable request of Assignee, such further documents, papers, forms, and authorizations and will take all other actions that may be necessary for securing, completing or vesting in Assignee the ownership of the Trademarks in the Territory, to the fullest extent possible.

b. This Assignment shall be exclusively interpreted in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law provisions.

c. This Assignment shall be binding upon and inure to the benefit of Assignor

and Assignee and their respective successors and assigns.


d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademark Rights to be executed by a duly authorized officer, as of the Effective Date.

ASSIGNOR:

SEBELA INTERNATIONAL LIMITED, an  
Irish company

By: 

Name: Samira Saya

Title: Director

[Signature Page to Assignment of Trademark Rights]

**TRADEMARK**  
**REEL: 005440 FRAME: 0602**



SCHEDULE A

TRADEMARK

Schedule A

Trademark	U.S. Registration or Serial Number	Record Owner	Registration Date
Prax	1,353,649	Sebela International Limited	8/13/85 (Renewed 2005)