

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATASS ADVANTAGE LIMITED		01/31/2015	CORPORATION: ENGLAND
RECEIVING PARTY DATA			
Name:	SPARX LIMITED		
Street Address:	Oxygen House, Grenadier Road,		
City:	Exeter,		
State/Country:	ENGLAND		
Postal Code:	EX1 3LH		
Entity Type:	CORPORATION: ENGLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85828439	SPARX	
Registration Number:	4453139	SUPER SPARKS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	202-765-6282		
Email:	docketing@steinip.com		
Correspondent Name:	Martin P. Hoffman		
Address Line 1:	1400 Eye Street N.W. Suite 300		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	0150.2091		
NAME OF SUBMITTER:	Martin P Hoffman		
SIGNATURE:	/Martin P Hoffman/		
DATE SIGNED:	02/24/2015		
Total Attachments: 3			
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OP \$65.00 85828439

THIS AGREEMENT is dated | JANUARY 2014 2015

PARTIES

- (1) **ATASS ADVANTAGE LIMITED** incorporated and registered in England and Wales with company number 07527832 whose registered office is at Oxygen House, Grenadier Road, Exeter, EX1 3LH (ATASS).
- (2) **SPARX LIMITED** incorporated and registered in England and Wales with company number 07907042 whose registered office is at Oxygen House, Grenadier Road, Exeter, EX1 3LH (SPARX).

BACKGROUND

- (A) ATASS is the proprietor of the Trade Marks.
- (B) ATASS has agreed to assign the Trade Marks to SPARX on the terms set out in this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Trade Marks: the registered trade marks and trade mark applications set out below:

- a) "SPARX" - CTM - 011060274;
- b) "SPARX" - US - 85828439 (Application);
- c) "SUPER SPARKS" - CTM - 010569598;
- d) "SUPER SPARKS" - UK - 02593526; and
- e) "SUPER SPARKS" - US - 4, 453, 139.

Co-Existence Agreements: the co-existence agreement between ATASS and Sparc International Inc dated 24 August 2013 and any other co-existence agreement that ATASS is a party to that relates to the Trade Marks.

- 1.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **ASSIGNMENT**

In consideration of the sum of £1 (receipt of which ATASS expressly acknowledges), ATASS hereby assigns to SPARX all its right, title and interest in and to the Trade Marks, including:

- (a) the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks;
- (b) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- (c) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this agreement.

3. **EXISTING CO-EXISTENCE AGREEMENTS**

3.1 ATASS hereby assigns the benefit of the Co-existence Agreements that relate to the Trade Marks, to SPARX.

3.2 SPARX acknowledges the terms of the Co-existence Agreements and agrees to perform and be bound by the terms of the Co-existence Agreements as they apply to ATASS.

4. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

5. **ENTIRE AGREEMENT**

5.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for

innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

6. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. **THIRD PARTY RIGHTS**

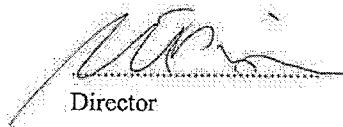
Save for the other party's to a Co-existence Agreement, no one other than a party to this agreement shall have any right to enforce any of its terms.

8. **GOVERNING LAW**

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.

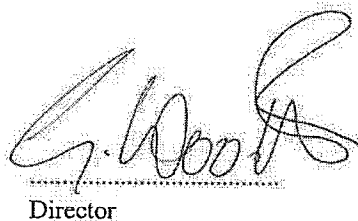
This agreement has been entered into on the date stated at the beginning of it.

Signed by **MARK DIXON**
for and on behalf of Atass Advantage
Limited



Director

Signed by **GLENN WOODCOCK**
for and on behalf of Sparx Limited



Director