

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vizio		03/18/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Razor USA LLC		
Street Address:	12723 166th Street		
City:	Cerritos		
State/Country:	CALIFORNIA		
Postal Code:	90703		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77864371	RAZOR LED	
Serial Number:	77791357	RAZOR THIN	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	949-760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Stacey R. Halpern		
Address Line 1:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	RAZOR.511T		
NAME OF SUBMITTER:	Stacey Halpern		
SIGNATURE:	/Stacey R. Halpern/		
DATE SIGNED:	03/22/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of the _____, by and between VIZIO, Inc., a California corporation, having a place of business at 39 Tesla Irvine, California 92618 (hereinafter referred to as "ASSIGNOR") and Razor USA LLC, a Delaware limited liability company, having a place of business at 12723 166th Street Cerritos, California 90703 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademarks listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Marks") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Marks and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark applications relating to the Marks listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Applications");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Marks and Applications in the U.S. that ASSIGNOR may have in the Marks and Applications, together with the goodwill and business associated therewith; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Marks and Applications, together with the goodwill and business associated therewith;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Marks set forth in Schedule A; and
- (2) the Applications set forth in Schedule B;

together with the goodwill symbolized by the Marks and Applications as well as other registered or unregistered trademarks for the Marks owned or used anywhere in the world by ASSIGNOR, concurrent with the transfer of the goodwill and business associated therewith, including without limitation any and all claims or causes of action for infringement, royalties, or damages concerning the Marks that may have existed before the date of this Agreement or which may arise in the future.

IN WITNESS WHEREOF, the Parties hereby cause this Assignment to be executed the day and year above written.

Vizio, Inc.

By: [Signature]

Name: Rob Brinkman

Title: Chief Administrative Officer

Dated: 3/10/16

Razor USA, LLC

By: [Signature]

Name: John W. Cochran

Title: General Counsel

Dated: 18 March 2016

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

RAZOR LED

RAZOR THIN

SCHEDULE B

Federal Trademark Applications:

<u>MARK</u>	<u>APP. NO.</u>	<u>INTL. CLASS</u>
RAZOR LED	77864371	9
RAZOR THIN	77791357	9