

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Industries Corp.		05/20/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ocean 247 Ltd.		
Street Address:	16 Druslyn Road, West Cross		
City:	Mumbles		
State/Country:	UNITED KINGDOM		
Postal Code:	SA3 5QQ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2907742	TAG METALS	
Registration Number:	2907743	T	
CORRESPONDENCE DATA			
Fax Number:	3127595646		
<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:	312-214-4807		
Email:	jgray@btlaw.com, jmueller@btlaw.com		
Correspondent Name:	Jeffrey R. Gray		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
NAME OF SUBMITTER:	Jeffrey R. Gray		
SIGNATURE:	/Jeffrey R. Gray/		
DATE SIGNED:	12/21/2016		
Total Attachments: 4			
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EXHIBIT "A"

**ASSIGNMENT OF TRADEMARKS
AND POWER OF ATTORNEY**

WHEREAS, ONE Industries Corp., a Delaware corporation, with an address at 208 Avenida Fabricante, Suite 100, San Clemente, California 92672 ("**Assignor**") owns the trademarks and the trademark registrations, pending applications and any registrations that may issue therefrom, and all common law rights associated therewith to the extent that such common law rights exist, as set forth on **Schedule A-1** hereto and incorporated herein (the "**Trademarks**"), and the goodwill associated therewith; and

WHEREAS, Assignor and Ocean 247 Ltd., a United Kingdom Limited Company with an address at 16 Druslyn Road, West Cross, Mumbles, SA3 5QQ United Kingdom ("**Assignee**") entered into that certain Asset Purchase Agreement dated May 20, 2016 (the "**Purchase Agreement**"); and

WHEREAS, in accordance and consistent with the terms of the Purchase Agreement, Assignor agreed to assign the Trademarks to Assignee and to execute such documents and instruments of assignment as necessary to evidence such assignment of the Trademarks to Assignee;



NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby irrevocably conveys, transfers, assigns, and delivers to Assignee all of Assignor's right, title and interest of whatever kind in and to the Trademarks, as set forth on **Schedule A-1** hereto, together with the goodwill of the business associated therewith, all corresponding applications and registrations, all income, royalties, damages and any other monetary benefits due or payable and accruing following Assignor's execution of this Assignment Trademarks and Power of Attorney, to Assignor, including without limitation, damages and payments for any and all prospective occurring infringements and misappropriations of the rights being assigned; and any and all rights to sue for future infringements or misappropriations of the rights being assigned and retain the proceeds relating to such infringements or misappropriations.

Assignor further hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office (any similar office or agency in the United States of America, or in any other jurisdiction) so as to establish Assignee as owner of record of the Trademarks.

Without limiting the foregoing, and for clarity, the rights assigned herein shall include any causes of action or claims that occur after the execution date hereof in connection with any of the rights assigned herein.

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Asset Purchase Agreement | Execution Copy | 5/13/2016 9:59:55 AM


Company

Purchaser

Assignor further hereby revokes all previous powers of attorney related to the Trademarks as set forth on Schedule A-1 hereto and appoints Assignee, with full power of substitution and revocation vested in Assignee, to prepare and execute on Assignor's behalf, any documents necessary or required by the United States Patent and Trademark Office in connection with and to demonstrate Assignor's consent to use, register, and/or attempt to register the Trademarks as set forth on Schedule A-1 hereto by Assignee and its successors and assigns.

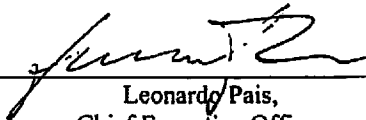
Assignor further agrees, at the request of Assignee and at Assignee's sole cost and expenses, promptly to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required to carry out the terms and intent of this Assignment of Trademarks and Power of Attorney; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office (any similar office or agency in the United States of America, or in any other jurisdiction) so that Assignee's ownership of the Trademarks is duly made of record.

This Assignment Trademarks and Power of Attorney shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Trademarks and Power of Attorney to be duly executed as of the last date written below.

ONE INDUSTRIES CORP.

By:


Leonardo Pais,
Chief Executive Officer

Date:

5/20/16

OCEAN 247 LTD.

By:



Name: Martin Lloyd Evans





Title: Managing Director

Date: 20th May 2016


Company





Purchaser



SCHEDULE A-1

NO.	MARK	TERRITORY	APP. NO.	FILED	REG. NO.	REG. DATE	RENEWAL
1	TAG METALS	Australia	1E+06	28-Sep-2005	1078266	28-Sep-2005	28-Sep-2025
2	SUNLINE	Canada	1E+06	7-Jan-2005	TMA665329	31-May-2006	31-May-2021
3	 "T" Design	Europe	4E+06	14-Jun-2005	4488201	12-Jun-2006	14-Jun-2025
4	 "T" Design	Europe	3E+06	24-Apr-2003	3143914	23-Feb-2005	24-Apr-2023
5	 "T" TAG METALS and Design	Europe	3E+06	24-Apr-2003	3143922	23-Feb-2005	24-Apr-2023
6	 "T" TAG METALS and Design	Europe	4E+06	14-Jun-2005	4488193	12-Jun-2006	14-Jun-2025


Company


Purchaser

7	TAG METALS	Europe	1E+06	19-Feb-1999	1083237	24-May-2000	19-Feb-2019
8	 TAG METALS and Design	Europe	3E+06	24-Apr-2003	3143881	23-Feb-2005	24-Apr-2023
9	SUNLINE	Europe	4E+06	30-Dec-2004	4228037	2-Feb-2006	30-Dec-2024
10	SUNLINE	US	8E+07	27-Dec-2004	3026269	13-Dec-2005	13-Dec-2025
11	 "T" Design	US	8E+07	22-May-2003	2,907,743	7-Dec-2004	7-Dec-2024
12	TAG METALS	US	8E+07	Oct. 16, 1998	2,519,016	18-Dec-2001	18-Dec-2021
13	 TAG METALS and Design	US	8E+07	22-May-2003	2,907,742	7-Dec-2004	7-Dec-2024

 Company
 Purchaser