

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Martin Birzle		01/08/2018	INDIVIDUAL: GERMANY
RECEIVING PARTY DATA			
Name:	RooR International BV		
Street Address:	Sint Nicolaasstraat 19		
City:	1012 NJ Amsterdam		
State/Country:	NETHERLANDS		
Entity Type:	Besloten Vennootschap (B.V.): NETHERLANDS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3675839	ROOR	
Registration Number:	2307176	ROOR	
Registration Number:	2235638	ROOR	
CORRESPONDENCE DATA			
Fax Number:	5163659805		
<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:	5163659802		
Email:	dhentze@collardroe.com		
Correspondent Name:	Collard & Roe, P.C.		
Address Line 1:	1077 Northern Blvd.		
Address Line 4:	Roslyn, NEW YORK 11576		
ATTORNEY DOCKET NUMBER:	030089		
DOMESTIC REPRESENTATIVE			
Name:	Stewart J. Bellus/Collard & Roe, P.C.		
Address Line 1:	1077 Northern Blvd.		
Address Line 4:	Roslyn, NEW YORK 11576		
NAME OF SUBMITTER:	STEWART J. BELLUS		
SIGNATURE:	/sjb/		
DATE SIGNED:	01/10/2018		

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Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 8, 2018 is made by Martin Birzle ("Assignor"), an individual citizen of Germany, whose address is Am Rosengarten 3, 67227 Frankenthal, Federal Republic of Germany, 67227, in favor of RoOR International BV ("Assignee"), located at Sint Nicolaasstraat 19, 1012 NJ, Amsterdam

WHEREAS, under the terms of this Trademark Assignment, Assignor intends to convey, transfer, and assign to Assignee, certain intellectual property of Assignor, and hereby executes and delivers this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - d) any and all rights and obligations under any licensing agreements entered into by Assignor pertaining to the Assigned Trademarks;
 - e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any future assignee or successor thereto.
3. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Arbitration, Governing Law: In the event of any dispute involving any matter between the parties, whether arising out of this Agreement or otherwise, including any dispute involving the validity of this Agreement, each party shall confer in good-faith by telephone or in person in an effort to resolve the dispute prior to the initiation of the arbitration process described in this section. In the event that the parties are unable to resolve the dispute following such conference (or in the event that either party refuses to confer), the exclusive forum for the resolution of the dispute shall be the Frankfurt am Main Chamber of Commerce and Industry (the "*Frankfurt CCI*"), and the parties shall be bound by the award of a sole arbitrator appointed within ten days of the time of the demand for arbitration. The arbitration shall proceed under the Arbitration Rules of the Frankfurt CCI in effect at the time of the demand for arbitration, and specifically under the Supplementary Rules for Expedited Proceedings of the German Institution of Arbitration e.V. (DIS), without recourse to any court of law except for a request for injunctive relief to enforce a party's right under this Agreement or under the law applicable in the forum in which such injunctive relief is sought (other than injunctive relief to stay the arbitration, which the parties waive the right to seek). The oral hearing shall be held in Frankfurt, Germany, unless the parties agree that either of them may participate by telephone. The substantive law applicable to any claim or counterclaim shall be the law that would be applied by a court in the Federal Republic of Germany without regard to any conflicts-of-laws rules. The arbitrator shall have the exclusive authority to determine any issue concerning the arbitrability of any dispute, and the parties waive any right they might otherwise have to seek a court ruling on the issue of arbitrability.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Martin Birzle

By: 08.01.18 J. Birzle
Name: Martin Birzle
Am Rosengarten 3,
67227 Frankenthal
Federal Republic of Germany

AGREED TO AND ACCEPTED:

RoOR International BV

By: 08.01.17 J. Birzle
Martin Birzle on behalf of RoOR International BV
Sint Nicolaasstraat 19, 1012 NJ, Amsterdam

SCHEDULE I
ASSIGNED TRADEMARKS

Trademark	Registration Number	Registration Date
ROOR	3675839	September 1, 2009
ROOR	2307176	January 11, 2000
ROOR	2235638	March 30, 1999