

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS 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>
Brodit AB	FORMERLY Brodit Plast AB	08/30/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Proclip USA, Inc.		
<b>Street Address:</b>	750 Tower Road		
<b>Internal Address:</b>	Suite A		
<b>City:</b>	Mundelein		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60060		
<b>Entity Type:</b>	CORPORATION: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3343378	PROCLIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)238-6625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-287-1401		
<b>Email:</b>	agerasim@vonbriesen.com		
<b>Correspondent Name:</b>	Alexander M. Gerasimow		
<b>Address Line 1:</b>	411 East Wisconsin Avenue		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	16035-04		
<b>NAME OF SUBMITTER:</b>	Alexander M. Gerasimow		
<b>Signature:</b>	/AMG/		

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**TRADEMARK**  
 REEL: 004614 FRAME: 0492

Date:

08/31/2011

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

THIS Trademark Assignment (this "Assignment") is made as of this 30<sup>th</sup> day of August 2011 ("Effective Date") by and between Brodit AB (formerly Brodit Plast AB), with offices at Gesällvägen 8 Karlsborg, Sweden SE546 34 ("Assignor") and Proclip USA, Inc., with a principal office at 750 Tower Road, Suite A, Mundelein, Illinois, USA 60060 ("Assignee").

WHEREAS, Assignor has certain common law and statutory rights in and to the "PROCLIP" trademark (including U.S. Registration Number 3343378) in North America, Central America, and South America ("Territory") (the "Assigned Trademarks"); and

WHEREAS, Assignee buys certain products from Assignor for resale using the Assigned Trademarks.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, transfers, assigns, and conveys to Assignee, its successors and assigns its entire right, title and interest in and to the Assigned Trademarks, including: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all registrations and renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and/or initiate any proceeding to collect damages and payments for past or future infringements thereof; and (e) the right to secure trademark registrations therein and to any resulting registrations in Assignee's name, and the right to secure renewals and extensions of the Assigned Trademarks in the each of the countries of the Territory. Whether the registration of the Assigned Trademarks shall be preserved, maintained or registered in the Territory shall be at the sole discretion of Assignee. Assignor agrees to take all reasonable actions and cooperate as necessary to register or protect any trademark, or related right, which is the subject of this Assignment, and further agrees to execute any documents that may be necessary to perfect Assignee's ownership of the trademark, and related registrations.

2. Assignor acknowledges and confirms that the terms and conditions of this Assignment shall be effective evidence of the assignment of the Assigned Trademarks. Assignor also confirms that no ownership or any other right in the Assigned Trademarks in the Territory is retained by Assignor, and all terms of this Assignment are applicable to any portion or part of the Assigned Trademarks, as well as to the Assigned Trademarks in their entirety.

3. Assignor and Assignee each represent and warrant that the execution and delivery of this Assignment and the performance by each hereunder have been duly authorized by all necessary corporate action and, when executed and delivered by each, this Assignment shall constitute the valid and legally binding agreement of each, enforceable against each in accordance with the terms of this Assignment.

4. In consideration of the continued business relationship with Assignor, Assignee agrees to assign all right, title, and interest in the Assigned Trademarks, the goodwill associated therewith, and registrations thereof back to Assignor in the event Assignee ceases purchasing from Assignor the products with which Assignee uses the Assigned Trademarks.

IN WITNESS WHEREOF, the Assignor hereto has caused this Assignment to be duly executed and delivered as of the Effective Date first written above.

ASSIGNOR:

Brodit AB

BY: 

Ebbe Johansson

TITLE: President/CEO

DATE: 30-8-2011

ASSIGNEE:

Proclip USA, Inc.

BY: 

Bjorn Spilling

TITLE: President and CEO

DATE: 8/30/2011

2011/08/31