#### 900224088 05/24/2012

#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
YKK CORPORATION OF AMERICA		04/20/2012	CORPORATION: NEW YORK

#### **RECEIVING PARTY DATA**

Name:	YKK CORPORATION	
Street Address:	1, KANDA IZUMI-CHO, CHIYODA-KU	
City:	токуо	
State/Country:	JAPAN	
Postal Code:	101-8642	
Entity Type:	COMPANY: JAPAN	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3949304	SNAD

#### **CORRESPONDENCE DATA**

**Fax Number**: 2022937860

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 202-293-7060

Email: rflood-bennett@sughrue.com, sughrue@sughrue.com

Correspondent Name: SUGHRUE MION, PLLC

Address Line 1: 2100 PENNSYLVANIA AVENUE, NW

Address Line 2: SUITE 800

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 019512

DOMESTIC REPRESENTATIVE

Name: SUGHRUE MION, PLLC

TRADEMARK REEL: 004787 FRAME: 0554 OF \$40.00 3848304

Address Line 1: 2100 PENNSYLVANIA AVENUE, NW Address Line 2: SUITE 800 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20037 NAME OF SUBMITTER: Renita Flood-Bennett Signature: /Renita Flood-Bennett/ Date: 05/24/2012 Total Attachments: 8 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif source=ASSIGNMENT#page4.tif source=ASSIGNMENT#page5.tif source=ASSIGNMENT#page6.tif source=ASSIGNMENT#page7.tif source=ASSIGNMENT#page8.tif

> TRADEMARK REEL: 004787 FRAME: 0555

#### AMENDED AND RESTATED ASSIGNMENT

THIS AMENDED AND RESTATED ASSIGNMENT ("Assignment") is made as of April 20, 2012 by and between YKK CORPORATION, a company of Japan having an office at 1, Kanda Izumi-cho, Chiyoda-ku, Tokyo 101-8642, Japan ("Assignee") and YKK CORPORATION OF AMERICA, a New York corporation having an office at One Parkway Center, 1850 Parkway Place, Suite 300, Marietta, Georgia 30067, United States of America ("Assignor").

#### **BACKGROUND**

The parties entered into the original assignment as of May 31, 2011. The parties wish to amend and restate that as set forth below.

Assignor has acquired and owns an undivided right, title and interest in and to the trademark, patents, and patent applications listed on Appendix A, (the "Intellectual Property") attached hereto, and all know-how relating to the manufacture, assembly, sale and use of fastening products covered by the Intellectual Property (the "Know-How").

Assignee wishes to acquire the undivided right, title and interest in the Intellectual Property and Know-How.

Assignee and Assignor wish to enter into this Assignment to effect the transfer of the Intellectual Property and Know-How for the compensation described herein and otherwise on the terms and conditions contained herein.

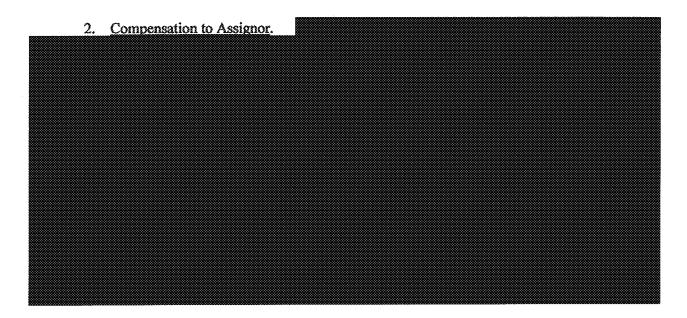
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. <u>Transfer and Assignment</u>. Assignor does agree to sell, transfer and convey and by these presents hereby sells, transfers and conveys to Assignee the entire and undivided right, title, and interest in and to the Intellectual Property and Know-How, in and to the inventions therein set forth, any reissues, renewals, divisional grants or continuations thereof, maintenance thereof, all registrations issued thereto,

and all of the properties, rights and obligations relating thereto, including any claims and the right to recover for damages and profits and other remedies for past infringement of the Intellectual Property, and the right to register and maintain the Intellectual Property in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of

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the United States or of any other country. The Intellectual Property has been applied for or registered with the United States Patent and Trademark Office and other countries' governmental authorities under registration numbers or serial numbers indicated on Appendix A, such registrations, applications and all rights thereunder are hereby transferred and assigned by Assignor to Assignee. The Assignee may hold the Intellectual Property for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives to the full ends of the terms for which the patents grants or trademark rights (as the case may be) granted as fully and as entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.



- 3. <u>License for Assignor</u>. Assignee hereby grants to each of Assignor and its subsidiary, YKK Snap Fasteners America, Inc., a non-exclusive, world-wide, unrestricted license to use the Intellectual Property and Know-How. Such license to YKK Snap Fasteners America, Inc. shall be effectuated pursuant to the License Agreement dated January 1, 2010 or any subsequent license agreement entered into by and between Assignee and YKK Snap Fasteners America, Inc.
- 4. <u>Further Documentation and Actions</u>. Assignor and Assignee each hereby agrees to execute and deliver to the other any further documents and instruments, and to do any and all further acts and deeds, deemed necessary by either of them to vest in each of them all of the rights granted to such party hereunder.

5. <u>Entire Agreement</u>. This Assignment constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any oral or written agreement, understanding, discussion, or other documentation to the contrary. The Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

#### YKK CORPORATION OF AMERICA

By:

Name:

Edward A. Gregory, Jr

Title:

President & CEO

Witness

YKK CORPORATION

By:

Name:

Yoshitaka Kamiya

Title:

Vice President

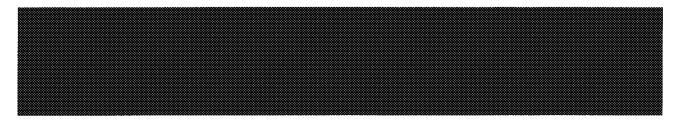
Witness:

Appendix A - List of Intellectual Property

			1.00	e e transferie	2001/1000
1	US	Trademark	SNAD	3,949,304	85/056,980
2	US	Design Patent	Fastener Component	D626,451	29/347,097
3	US	Design Patent	Fastener Component	D626,452	29/365,156
4	Canada	Design Patent	Fastener Component	134,574	134,574
5	Japan	Design Patent	Fastener Component	1,416,413	2010-010189
6	Europe	Design Patent	Fastener Component	001682428	001682428
7	us	Utility Patent	Fastener Having a Flexible Base	N/A	12/884,554

\* Notes by NGB
You do not have to file a recordal of Assignment
for the Utility Patent Appln. No. 12/884,554.

### Appendix B - Calculation of the Compensation



# United States of America Muited States Batont and Aradomark Office United States Patent and Trademark Office

## **SNAD**

Reg. No. 3,949,304

YKK CORPORATION OF AMERICA (NEW YORK CORPORATION)

1850 PARKWAY PLACE, SUITE 300

Registered Apr. 19, 2011 ONE PARKWAY CENTER

MARIETTA, GA 30067

Int. Cl.: 26

FOR: ADHESIVE ATTACHED SNAP FASTENERS AND SNAP FASTENER COMPONENTS.

NAMELY, SOCKETS AND STUDS, IN CLASS 26 (U.S. CLS. 37, 39, 40, 42 AND 50).

TRADEMARK

FIRST USE 7-0-2010, IN COMMERCE 7-0-2010.

PRINCIPAL REGISTER

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-056,980, FILED 6-8-2010.

BARBARA BROWN, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office

RECORDED: 05/24/2012

**TRADEMARK** REEL: 004787 FRAME: 0561