

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
Hot Spot Group Limited		06/21/2012	Limited Company: BRITISH VIRGIN ISLANDS
RECEIVING PARTY DATA			
Name:	Split IP LLC		
Street Address:	6300 West Loop South, Suite 100		
City:	Bellaire		
State/Country:	TEXAS		
Postal Code:	77401		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3508068	SPLIT	
Registration Number:	3847572	SPLIT	
CORRESPONDENCE DATA			
Fax Number:	8322172993		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7135283100		
Email:	rsmith@jonessmith.net		
Correspondent Name:	E Randall Smith		
Address Line 1:	2777 Allen Parkway, Suite 1000		
Address Line 4:	Houston, TEXAS 77019		
ATTORNEY DOCKET NUMBER:	4012.003		
NAME OF SUBMITTER:	E Randall Smith		
Signature:	/ers/		

OP \$65.00 3508068

Date:

07/27/2012

Total Attachments: 14

source=Executed Trademark Assignment#page1.tif
source=Executed Trademark Assignment#page2.tif
source=Executed Trademark Assignment#page3.tif
source=Executed Trademark Assignment#page4.tif
source=Executed Trademark Assignment#page5.tif
source=Executed Trademark Assignment#page6.tif
source=Executed Trademark Assignment#page7.tif
source=Executed Trademark Assignment#page8.tif
source=Executed Trademark Assignment#page9.tif
source=Executed Trademark Assignment#page10.tif
source=Executed Trademark Assignment#page11.tif
source=Executed Trademark Assignment#page12.tif
source=Executed Trademark Assignment#page13.tif
source=Executed Trademark Assignment#page14.tif

Trademark Assignment

WHEREAS Hot Spot Group Limited, a British Virgin Islands limited company (hereafter called "**Hot Spot**"); Split, Inc., a California corporation (hereafter called "**Split**"); R & S Holding a/k/a R & S Holdings Limited, a British Virgin Islands limited company (hereafter called "**R & S**"); Sun Gloss Ltd., a British Virgin Islands limited company (hereafter called "**Sun Gloss**") and Split, a California limited partnership (hereafter called "**Split LP**" and together with Hot Spot, Split, R & S and Sun Gloss, collectively "**Assignor**"), with an address of Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands, have each used some of the trademarks, trade names, services marks and logos identified on Exhibit A, attached hereto and incorporated by this reference, and each own some of said listed trademark applications/registrations and the common law rights in and to the corresponding trademarks therefore, all collectively referred to herein as the "**Trademarks**".

WHEREAS, Assignor wishes to transfer all of its rights, title and interest in and relating to the Trademarks to Split IP LLC, a Texas limited liability company having offices at 6300 West Loop South, Ste. 100, Bellaire, TX 77401 (hereafter called "**Assignee**"), and Assignee wishes to receive such transfer;

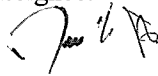
WHEREAS contemporaneously with execution of this Trademark Assignment, Assignor and Assignee are executing a Trademark Security Agreement wherein Assignee, in its capacity as owner of the Trademarks, will grant Assignor a security interest in and to the Trademarks under the terms of that Agreement, which security interest may be recorded in relevant trademark offices; and

NOW, THEREFORE, for good and valuable consideration (including consideration as may be provided in the Asset Purchase Agreement between Assignor and Assignee and the terms of the Trademark Security Agreement), the receipt and sufficiency of which are hereby acknowledged by Assignor, it is hereby agreed:

1. Assignor hereby forever sells, assigns and transfers unto Assignee, its successors and assigns, Assignor's entire worldwide, perpetual right, title and interest in and to the Trademarks, including said applications and registrations, the common law rights therein and all renewal rights therein, together with the goodwill of the business in connection with which the Trademarks are and have been used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, and to obtain further registrations therefor in the United States and throughout the world in the name of Assignee, its successors or assigns.
2. Assignor understands and agrees that all prior use of the Trademarks by Assignor, its agents and any predecessors-in-interest thereto, along with all goodwill resulting therefrom, will inure to the benefit of Assignee.
3. Assignor warrants that it owns said applications and registrations for the Trademarks, has the right and power to enter into this Trademark Assignment, is aware of no other party claiming any ownership or use rights in any of the Trademarks, knows of no other arrangement, agreement or information inconsistent with or in conflict with this Trademark Assignment and agrees not to participate in any of the same in the future.
4. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that among the Trademarks are those registrations and applications identified

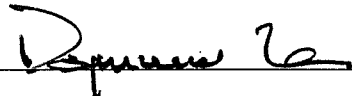
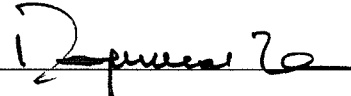
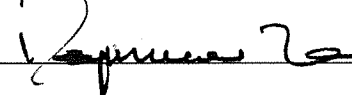
on Exhibit A as the "**Limited Trademarks**". Assignor makes no representations as to ownership of the Limited Trademarks, but Assignor hereby forever sells, assigns and transfers unto Assignee, its successors and assigns, whatever right, title and interest Assignor has in and to the Limited Trademarks, including the goodwill thereof.

5. Assignor further covenants that it or its representative, including the respective signatories to this Trademark Assignment, will, upon request, but without expense to it, do all other lawful acts reasonably necessary to enable Assignee or its assigns to effect the transfer of the Trademarks as set forth herein, including providing and/or executing further papers, instruments, and assignments, as deemed necessary by Assignee.
6. Assignee acknowledges that, pursuant to a Trademark Security Agreement between Assignor and Assignee, the Trademarks are subject to Assignor's security interest.
7. This Trademark Assignment and its provisions shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

A handwritten signature in black ink, appearing to be "J. W. B.", is written over the text of item 7.

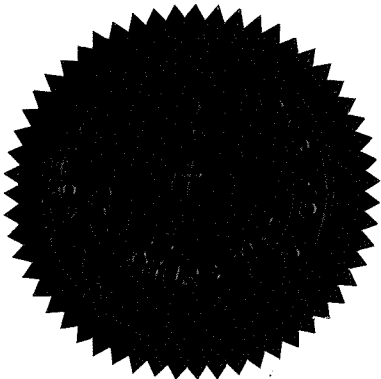
[signature page to follow]


EXECUTED (in one or more original) this the 21st day of June, 2012.

<p>HOT SPOT GROUP LIMITED</p> <p>By: <u></u></p> <p>Name: <u>CHENG WAI MAN</u></p> <p>Title: <u>Director</u></p> <p>Date: <u>June 21, 2012</u></p>	<p>SUN GLOSS LIMITED</p> <p>By: <u></u></p> <p>Name: <u>CHENG WAI MAN</u></p> <p>Title: <u>Director</u></p> <p>Date: <u>June 21, 2012</u></p>
<p>SPLIT, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SPLIT</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>R & S HOLDING R & S HOLDINGS LIMITED</p> <p>By: <u></u></p> <p>Name: <u>CHENG WAI MAN</u></p> <p>Title: <u>Representative</u></p> <p>Date: <u>June 21, 2012</u></p>	<p>SPLIT IP, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

TO BE NOTARIZED UPON EXECUTION

WITNESSED to the signature of
CHENG WAI MAN by :




CHU CHUNG WAH
NOTARY PUBLIC, HONG KONG
5/F., Wai Fung Plaza,
664 Nathan Road, Kowloon,
HONG KONG.

EXECUTED (in one or more original) this the 21 day of June, 2012.

SEE ATTACHED
Notarial Certificate

HOT SPOT GROUP LIMITED By: _____ Name: _____ Title: _____ Date: _____	SUN GLOSS LIMITED By: _____ Name: _____ Title: _____ Date: _____
SPLIT, INC. By: <u>James D. Stark, III</u> Name: <u>JAMES D. STARK, III</u> Title: <u>Representative</u> Date: <u>6/21/2012</u>	SPLIT By: _____ Name: _____ Title: _____ Date: _____
R & S HOLDING R & S HOLDINGS LIMITED By: _____ Name: _____ Title: _____ Date: _____	SPLIT IP, LLC By: _____ Name: _____ Title: _____ Date: _____

TO BE NOTARIZED UPON EXECUTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

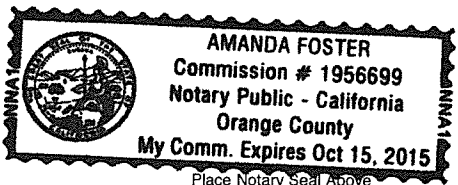
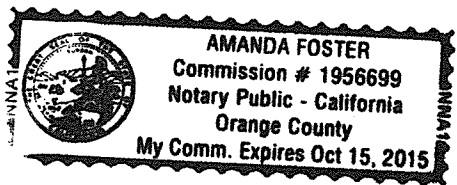
State of California

County of Orange

On 6/21/12 before me, Amanda Foster, Notary Public

personally appeared James D. Stark III

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: Amanda Foster

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark assignment

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Form with checkboxes for capacity (Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other) and signature lines for two signers.

EXECUTED (in one or more original) this the 27th day of JUNE, 2012.

HOT SPOT GROUP LIMITED By: _____ Name: _____ Title: _____ Date: _____	SUN GLOSS LIMITED By: _____ Name: _____ Title: _____ Date: _____
SPLIT, INC. By: _____ Name: _____ Title: _____ Date: _____	SPLIT By: <u>SB</u> Name: <u>SCOTT BAILEY</u> Title: <u>MEMBER</u> Date: <u>22 JUNE 2012</u>
R & S HOLDING R & S HOLDINGS LIMITED By: _____ Name: _____ Title: _____ Date: _____	SPLIT IP, LLC By: _____ Name: _____ Title: _____ Date: _____

TO BE NOTARIZED UPON EXECUTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

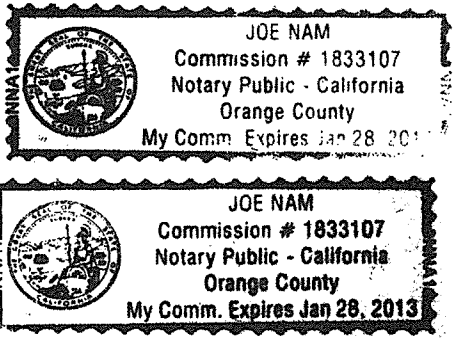
State of California

County of Orange

On 6-22-12 before me, Joe Nam a Notary Public

personally appeared Scott Bailey

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

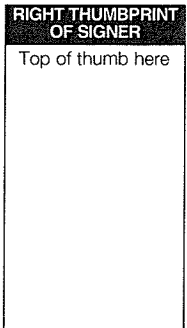
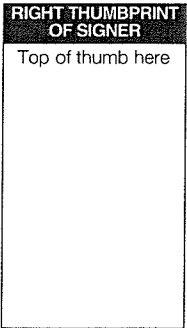
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:


- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

Signer Is Representing:

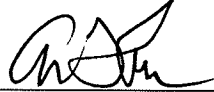
EXECUTED (in one or more original) this the 27th day of JUNE, 2012.

HOT SPOT GROUP LIMITED By: _____ Name: _____ Title: _____ Date: _____	SUN GLOSS LIMITED By: _____ Name: _____ Title: _____ Date: _____
SPLIT, INC. By: _____ Name: _____ Title: _____ Date: _____	SPLIT By: _____ Name: _____ Title: _____ Date: _____
R & S HOLDING R & S HOLDINGS LIMITED By: _____ Name: _____ Title: _____ Date: _____	SPLIT IP, LLC By: <u></u> Name: <u>Alan Finkelman</u> Title: <u>MANAGING MEMBER</u> Date: <u>JUNE 27, 2012</u>

TO BE NOTARIZED UPON EXECUTION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 27th day of June, 2012, by Alan S. Finkelman, Managing Member of Split IP LLC, acting on behalf of said entity.



Notary Public in and for the
State of Texas

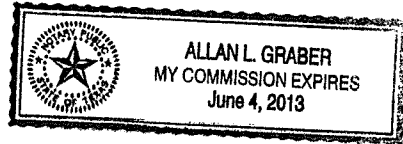


EXHIBIT A
TRADEMARKS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN/ REG. NUMBER</u>
USA	SPLIT & Design	2861834
USA	SPLIT	3508068
USA	SPLIT	77930250/3847572
AUSTRALIA	DESIGN ONLY	574125
AUSTRALIA	SPLIT & Device	1172836
CANADA	SPLIT	557388
CANADA	SPLIT	587077
CANADA	SPLIT	1574815
CHINA	SPLIT	739316
EU	SP(logo)LT	3022209
EU	SPL(logo)T	3034964
EU	SPLIT and Device mark	5219878
GERMANY	SPLIT & Device	39732050
JAPAN	SPLIT & Device	4357458
New Zealand	S SPLIT	222085
New Zealand	Split & Device	767458
South Korea	SPLIT & Device	721872
Mexico	Split & Device	1190443
Czech Republic	SPLIT	259760
Portugal	SPLIT & DEVICE	382024
Spain	SPLIT & DEVICE	2598970
Austria	SPLIT & DEVICE	221102

The following Trademarks are the "Limited Trademarks":

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN/ REG. NUMBER</u>
USA	SPLIT	2308349
USA	SPLIT	2691790
USA	SPLIT	77951086
BRAZIL	SPLIT & Device	823509915
ARGENTINA	SPLIT	2.787.410+11
Singapore	SPLIT & Device	
Malaysia	SPLIT & Device	

EXECUTED (in one or more original) this the ____ day of _____, 2012.

HOT SPOT GROUP LIMITED By: _____ Name: _____ Title: _____ Date: _____	SUN GLOSS LIMITED By: _____ Name: _____ Title: _____ Date: _____
SPLIT, INC. By: _____ Name: _____ Title: _____ Date: _____	SPLIT By: <u>SK B. J.</u> Name: <u>SCOTT BAILEY</u> Title: <u>MEMBER</u> Date: <u>22 JUNE 2012</u>
R & S HOLDING R & S HOLDINGS LIMITED By: _____ Name: _____ Title: _____ Date: _____	SPLIT IP, LLC By: _____ Name: _____ Title: _____ Date: _____

TO BE NOTARIZED UPON EXECUTION

EXECUTED (in one or more original) this the ____ day of _____, 2012.

HOT SPOT GROUP LIMITED By: _____ Name: _____ Title: _____ Date: _____	SUN GLOSS LIMITED By: _____ Name: _____ Title: _____ Date: _____
SPLIT, INC. By: _____ Name: _____ Title: _____ Date: _____	SPLIT By: _____ Name: _____ Title: _____ Date: _____
R & S HOLDING R & S HOLDINGS LIMITED By: _____ Name: _____ Title: _____ Date: _____	SPLIT IP, LLC By: <u>Alan Finkelman</u> Name: <u>Alan Finkelman</u> Title: <u>MANAGING MEMBER</u> Date: <u>JUNE 27, 2012</u>

TO BE NOTARIZED UPON EXECUTION

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 27th day of June, 2012, by Alan S. Finkelman, Managing Member of Split IP LLC, acting on behalf of said entity.



Notary Public in and for the
State of Texas

