

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
BPB United Kingdom Limited		10/31/2005	LIMITED LIABILITY COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Koelner UK Limited		
Street Address:	21 Holborn Viaduct		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC1A 2DY		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1739863	RAWL	
CORRESPONDENCE DATA			
Fax Number:	3027782600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	302-778-2500		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	Rex A. Donnelly		
Address Line 1:	P.O. Box 1596		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	REJ-100US		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Rex A. Donnelly

Signature:

/rexadonnelly/

Date:

07/03/2013

Total Attachments: 6

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THIS ASSIGNMENT is made the 31st day of October 2005

BETWEEN

1. **BPB UNITED KINGDOM LIMITED**, a company incorporated in England and Wales (company number 734396) whose registered office is at Sefton Park, Stoke Poges, Slough SL2 4JS (the "Assignor"); and
2. **KOELNER UK LIMITED**, a company incorporated in England and Wales (company number 5497750) whose registered office is at 21 Holborn Viaduct, London EC1A 2DY (the "Assignee").

BACKGROUND

(A) The Assignor is the proprietor of the Trade Marks as defined below .

(B) Under the Purchase Agreement Artex-Rawplug Limited, a member of the Assignor's group and the authorised user of the Trade Marks, has agreed to procure the assignment of the Trade Marks to the Assignee together with the goodwill associated with them and the Assignee has agreed to accept such assignment on the terms set out below.

The parties agree as follows:

1 INTERPRETATION

1.1 In this Assignment the following definitions apply:

- | | |
|-----------------------------|--|
| "Purchase Agreement" | The agreement for the sale and purchase of the Rawplug fixings business of Artex-Rawplug Limited dated 31 October 2005 between Artex-Rawplug Limited and the Assignee under which Artex-Rawplug Limited transfers certain assets relating to its business to the Assignee; |
| "Trade Marks" | The registered trade marks and the trade mark applications and the unregistered trade marks listed in the Schedule to this Assignment. |

2 ASSIGNMENT

In pursuance of the Purchase Agreement and in consideration of the sum of £1 paid by the Assignee to the Assignor, receipt of which is hereby acknowledged, the Assignor hereby assigns to the Assignee absolutely the Trade Marks and all and any property, right, title and interest in and to the Trade Marks in respect of all goods for which the Trade Marks are

registered and any common law rights and all the goodwill attaching to the Trade Marks and including all rights of priority (or claim to priority) attaching to the Trade Marks.

3 PROCEEDINGS

This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks or any of them (including proceedings against any third party for infringement of that Trade Mark or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks) in respect of any cause of action which arose before as well as after the date of this Assignment. The Assignor agrees to provide to the Assignee (at its reasonable request) all such assistance with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Trade Marks or any of them and the Assignee agrees that it shall pay all of the Assignor's costs and expenses (including legal costs) reasonably incurred by them in providing the Assignee with such assistance.

4 FURTHER ASSURANCE

The Assignor agrees that at the cost and request of the Assignee made at any time the Assignor will promptly:

- (a) do all acts and execute and swear all documents that are necessary or desirable to vest absolute legal and beneficial ownership of the Trade Marks in the Assignee (or the Assignee's nominee) or to perfect the Assignee's (or the Assignee's nominee's) title thereto anywhere in the world;
- (b) give to the Assignee such reasonable assistance as the Assignee may request in evidencing the Assignee's (or the Assignee's nominee's) title to the Trade Marks anywhere in the world;
- (c) take all steps necessary or desirable to procure the registration of the Assignee (or the Assignee's nominee) as the proprietor of the Trade Marks.

5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

No third party may enforce any term of this Assignment by virtue of the Contracts (Rights of Third Parties) Act 1999.

6 GOVERNING LAW AND JURISDICTION

This Assignment (and any dispute, claim, proceeding or controversy in relation to it or its formation) shall be governed by and construed in accordance with the laws of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.

AS WITNESS this Assignment has been signed by the parties on the date appearing at the start of this Assignment.

EXECUTED as a DEED by)
ALASTAIR BELL)
as duly authorised attorney for)
BPB UNITED KINGDOM LIMITED)
under a power of attorney made on)
26th October 2005)
in the presence of:)



Witness signature C. Fisher
Name CLAIRE FISHER
Address LOCK HOUSE
..... CASTLE MEADOWS ROAD
..... NOTTINGHAM
Occupation TRAINEE SOLICITOR

EXECUTED as a DEED by)
KOELNER UK LIMITED)
acting by)
and :)
)

Director

Director/Secretary

AS WITNESS this Assignment has been signed by the parties on the date appearing at the start of this Assignment

EXECUTED as a DEED by)
ALASTAIR BELL)
as duly authorised attorney for)
BPS UNITED KINGDOM LIMITED)
under a power of attorney made on)
26th October 2005)
in the presence of:)

Witness signature
Name
Address
Occupation

EXECUTED as a DEED by)
KOELNER UK LIMITED)
acting by PIOTR KOPYLOWSKI)
and SEBASTIAN TECZA :)

Director [Signature]

Director/Secretary [Signature]

Mark	Country	Owner	Registration No.	Class Number	Description of Goods	Next Renewal Date	Assignments pending
RAWL	Switzerland	BPB United Kingdom Limited	268965	3, 6, 8, 16, 17, 18, 22	Abrasives and abrasive preparations; all included in Class 3. Bolt anchoring devices, expansion bolts, loop and pressure bolts; wall plugs; sockets; wall hooks fixing devices for securing articles to fixtures such as walls; clamps, clips, screws, curtain hooks and eyes; nails, rivets, nuts; ties, loops and hangers all made of metal and for use in concrete construction, including in Class 6. Welding, brazing, hand tools and hand implements and parts for all such goods. Wall plugs and sockets, fixing devices for securing articles to fixtures such as walls, clamps, clips and rivets; all being goods made wholly or principally of fibrous material, plastics, nylon, rubber or of synthetic rubber; materials for packing, stopping or insulating.	21-Jan-2014	
RAWL	Turkey	BPB United Kingdom Limited	136899	6	Bolt anchors, expansion bolts, toggle bolts, wall plugs and sockets; fixing devices for securing articles to fixtures such as walls; clamps, clips, nails, screws, nuts, hooks and eyes, ties, loops and hangers, all for use in concrete construction, and bathroom fittings, all being goods of ordinary metal; hand tools and hand implements.	10-Oct-2012	
RAWL	U.S.A.	BPB United Kingdom Limited	621068	13	Screws, hooks, wall plugs, screw anchors, caulking anchors, cement-in-sockets, bolt anchors, bolts for wall fixings, collars for such bolts, pipe clips, hook and eye bolts, pipe hanger bolts, hook bolts, nuts, spring toggles, girder clips, staples with fibre saddles, and combinations of two or more of the foregoing items as useful in "wall fixing".	14-Feb-2006	
RAWL	U.S.A.	BPB United Kingdom Limited	1739863	17	Plastic, nylon, rubber and synthetic rubber hardware, namely anchors, plugs, packing and toggles for fixing screws and bolts for filling in masonry, plaster, plasterboard, brick, concrete, rock, wood and metal.	15-Dec-2012	

Mark	Country	Owner	Registration No.	Class Number	Description of Goods	Next Renewal Date	Assignments pending
RAWL	U.S.A.	BPB United Kingdom Limited	623003	23	Boring tools, drills, drilling extension rods, wall anchor collapsing tools, tool holders, tool ejectors, screw gauges, and parts of the foregoing, and metal ties, loops and the hangers for securing concrete forms.	13-Mar-2006	
RAWLBOLT	U.S.A.	BPB United Kingdom Limited	1404610	6	Anchor bolts for masonry.	12-Aug-2006	
RAWLPLUG	U.S.A.	BPB United Kingdom Limited	100724	12	Plugs and fixing screws in plaster, brick, marble, slate etc.	20-Oct-2014	
"Rawlbolt" Shape	United Kingdom	BPB United Kingdom Limited	2001103	6	Anchor bolts in Class 6.	31-Oct-2014	
"Zig Zag" Device	United Kingdom	BPB United Kingdom Limited	2110613	6	Ironmongery, metal hardware, pipe and tubes of metal, metal plugs for receiving screws and nails; anchoring devices, bolts, anchor bolts, throughbolts, articles incorporating bolts, threaded articles for receiving bolts, nuts, expansion bolts, toggle bolts, wall lugs, sockets, fixings devices, clamps, clips, screws, hooks, eyes, nails, ties, loops, hangers, anchor plates, collars, washers, studding, brackets, sleeves, wedges, bindings, rings, couplings, seals, pins, staples, rivets, springs, channels; and parts and fittings for any of the aforesaid goods; all made from common metals or their alloys; solder all included in Class 6.	20-Sep-2006	
"Zig Zag" Device	United Kingdom	BPB United Kingdom Limited	1375716	20	Wallplugs; wall fixings, cavity fixings, all for securing articles to fixtures; seals, sleeves, washers; all included in Class 20.	4-Mar-2006	
BLUE FLASH	United Kingdom	BPB United Kingdom Limited	766015	7	Drills for use in machines; all included in Class 7.	28-May-2006	