# 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
Fosbel Intellectual AG		06/15/2004	COMPANY: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	Hotwork-USA LLC		
Street Address:	223 Goldrush Road		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40503		
Entity Type:	Limited Liability Company: KENTUCKY		

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1082421	HOTWORK
Registration Number:	1088316	HOTWORK
Registration Number:	1088317	HOTWORK
Registration Number:	2408482	HOTWORK COMBUSTION SERVICES

## CORRESPONDENCE DATA

Fax Number: (859)252-0779

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 859-252-0889
Email: Andrew@iplaw1.net
Correspondent Name: Andrew D. Dorisio
Address Line 1: 247 North Broadway

Address Line 4: Lexington, KENTUCKY 40507

NAME OF SUBMITTER:	Andrew D. Dorisio			
Signature:	/Andrew D. Dorisio/			

TRADEMARK
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Date:	01/14/2005
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TRADEMARK REEL: 003010 FRAME: 0306

# **FOSBEL INTELLECTUAL AG**

-and-

**HOTWORK-USA LLC** 

DEED

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ASSIGNMENT

IP.TM.Fosbel.Hotwork.14085

### **BETWEEN**

(1) "the Assignor"

FOSBEL INTELLECTUAL AG whose registered office is at Seedamm Business Center, Churerstrasse 135, 8808 Pfäffikon, Switzerland; (formerly of Bahnhofstrasse 16, 8808 Pfäffikon, Switzerland)

#### **AND**

(2) "the Assignee"

HOTWORK-USA LLC whose registered office is at 223 Goldrush Road, Lexington, Kentucky 405093, USA

## **WHEREAS**

- (A) The Assignor is the proprietor of the trade mark set out in the Schedule hereto ("the Trade Mark") and the Assignor has agreed to assign the Trade Mark to the Assignee.
- (B) It is the intention of the parties that this document should be executed as a deed.

## NOW THEREFORE IT IS AGREED

- 1. The Assignor hereby assigns to the Assignee all right title and interest in and to the Trade Mark(s) together with the goodwill of the business relating to the goods in respect of which the Trade Mark(s) is (are) registered, and all benefit of the applications for those of the Trade Mark (s) which are not yet registered to the intent that upon registration this Agreement shall operate to vest them in the Assignee together with the goodwill of the businesses relating to the goods in respect of which they are registered.
- 2. The Assignee undertakes and agrees to execute all documents and do all such acts and things as may be necessary to give legal effect to the assignments hereunder, the costs of which shall be borne by the Assignee in total.
- 3. This Agreement shall be governed by and construed and interpreted in accordance with the laws of England. Any litigation relating to the conclusion validity interpretation or performance of this Agreement or of subsequent contracts or operations derived herefrom as well as any other litigation concerning or related to this Agreement without any exception shall be submitted to the exclusive jurisdiction of the English Courts.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first above written.

TRADEMARK REEL: 003010 FRAME: 0308

# THE SCHEDULE THE REGISTERED TRADE MARK

1				REGISTI	RATION
COUNTRY	MARK		<u>CLASS</u>	NUMBER	DATE
USA	HOTWORK		37	1088317	28-Mar-1978
	HOTWORK (& HOT1)	Dev	11,37	2,408,482	28-Nov-2000
	HOTWORK (& HOT2)	Dev	11	1082421	17-Jan-1978
	HOTWORK (& HOT2)	Dev	37	1088316	28-Mar-1978

EXECUTED AS A DEED for and on behalf of FOSBEL INTELLECTUAL AG	)	GSH
EXECUTED AS A DEED for and on behalf of HOTWORK-USA LLC	) )	127 Antly

TRADEMARK REEL: 003010 FRAME: 0309

**RECORDED: 01/14/2005**