

## 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
Deutsche Montan Technologie GmbH		08/26/2004	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Minova International Limited		
Street Address:	Brookstreet Des Roches, 1 Des Roches Sq.		
Internal Address:	Witney Way		
City:	Witney, Oxfordshire		
State/Country:	UNITED KINGDOM		
Postal Code:	OX28 4LF		
Entity Type:	CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1763881	CARBO-TECH CT	
CORRESPONDENCE DATA			
Fax Number:	(414)271-2002		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(414) 227-1237		
Email:	sokol@cf-law.com		
Correspondent Name:	Jeffrey S. Sokol		
Address Line 1:	Cook & Franke S.C.		
Address Line 2:	660 East Mason Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	9086-0005		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey S. Sokol		

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TRADEMARK  
REEL: 003271 FRAME: 0303

Address Line 1: Cook & Franke S.C.  
Address Line 2: 660 East Mason Street  
Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Jeffrey S. Sokol
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Signature:	/Jeffrey S. Sokol/
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Date:	03/17/2006
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**Total Attachments: 19**

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DATED

26 AUGUST

2004

- (1) DEUTSCHE MONTAN TECHNOLOGIE GMBH  
(LEGAL SUCCESSOR OF CARBOTECH-BERG-  
UND TUNNELBAUSYSTEME GMBH)
- (2) DEUTSCHE MONTAN TECHNOLOGIE GMBH
- (3) MINOVA INTERNATIONAL LIMITED

## INTELLECTUAL PROPERTY ASSIGNMENT

REFERENCE

PMT/1004796



**RICHARDS BUTLER**

INTERNATIONAL LAW FIRM

Beaufort House 15 St Botolph Street London EC3A 7EE  
telephone 020 7247 6555 facsimile 020 7247 5091 email law@richardsbutler.com web site www.richardsbutler.com

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TRADEMARK

REEL: 003271 FRAME: 0305

**DEED OF ASSIGNMENT** dated 26 AUGUST 2004

**BETWEEN:**

- (1) **Deutsche Montan Technologie GmbH** (legal successor of CarboTech-Berg-und Tunnelbausysteme GmbH), a company registered in Germany under number HRB 810 in the local court of Essen whose address is Am Technologiepark 1, D-45307 Essen, Germany ('the Vendor');
- (2) **Deutsche Montan Technologie GmbH**, a company registered in Germany under number HRB 810 in the local court of Essen and whose address is Am Technologiepark 1, D- 45307 Essen, Germany ('DMT'); and
- (3) **Minova International Limited**, a company registered in England under number 4373275 whose registered address is Brookstreet Des Roches, 1 Des Roches Square, Witan Way, Witney, Oxfordshire OX28 4LF, England ('the Purchaser').

**1 INTRODUCTION**

- 1.1 This Deed is entered into pursuant to the Principal Agreement (as defined below). It is a term of the Principal Agreement that the parties enter into this Deed.
- 1.2 Pursuant to the Principal Agreement the Vendor and DMT agreed to assign to the Purchaser such right, title and interest as each of them may have in the CT-BT Intellectual Property Rights (as defined below), the DMT Trademarks (as defined below) and the CT-BIP Intellectual Property Rights (as defined below), respectively.

- 1.3 The Vendor is the registered proprietor of the CT-BT Patents (as defined below) and the CT-BT Trademarks (as defined below). DMT is the registered proprietor or the legal successor of the registered proprietor of the DMT Trademarks.
- 1.4 It is acknowledged by the parties that BWV (as defined below) has merged with DMT and accordingly DMT is now the legal owner of such right, title and interest in any intellectual property rights as was previously owned by BWV.
- 1.5 The CT-BIP Intellectual Property Rights are registered in the name of RÜTGERS CarboTech GmbH (as hereinafter defined) under its former name CarboTech Gesellschaft für Bergbau- und Industrieprodukte mit beschränkter Haftung. RÜTGERS CarboTech GmbH has assigned such right, title and interest as it may have in the CT-BIP Intellectual Property Rights to DMT.
- 1.6 CT-BT under a License Agreement dated August 22, 2002 licensed to CT-F the use of certain know-how (including formulas) for the parquet glue business (the "Parquet Glue License Agreement").

## 2 INTERPRETATION

- 2.1 All words and expressions defined in the Principal Agreement shall have the same meanings in this Deed unless expressly stated otherwise. In addition in this Deed -

'BWV' means Bergwerksverband Gesellschaft mit beschränkter Haftung, AG Essen HR B 809;

'the CarboTech Australia License Agreement' means the licensing agreement dated November 15, 1995 between CT-IS and CarboTech Australia PTY Ltd. pursuant to which the Vendor has licensed certain intellectual property rights to CarboTech Australia Ltd.

'the Carpenter Agreement' means the Manufacturing and License Agreement dated as of January 1, 1997 between the Vendor and Carpenter Co. pursuant to which the Vendor has licensed certain intellectual property rights to Carpenter Co. to enable it produce polyurethane foam systems in the United States of America;

→ 'CT-BIP' means Carbo-Tech Gesellschaft für Bergbau- und Industrieprodukte mit beschränkter Haftung, AG Essen HR B 7867, which later changed its name to CT-AK and moved its seat to Castrop\_Rauxel (AG Castrop Rauxel HR B 1719) and later merged with RÜTGERS Umweltservice GmbH which changed its name to RÜTGERS Carbo-Tech GmbH;

→ 'CT-BIP Intellectual Property Rights' means the trademarks set out in Schedule 3 to this Deed;

'CT-BT Intellectual Property Rights' means the patents (including lapsed patents), trade marks and know-how set out in Schedule 1 to this Deed;

'CT-BT Patents' means the patents and lapsed patents set out in Part 1 of Schedule 1 to this Deed;

'CT-BT Trademarks' means the trademarks set out in Part 2 of Schedule 1 to this Deed;

'CT-IS' means CarboTech Industrieservice GmbH (merged into DMT);

'DMT Trademarks' means the trademarks set out in Schedule 2 to this Deed;

→ 'Intellectual Property Rights' means the CT-BT Intellectual Property Rights, the DMT Trade Marks and the CT-BIP Intellectual Property Rights;

**'Know-How'** means the know-how set out in Part 3 of Schedule 1 to this Deed;  
and

**'Principal Agreement'** means the agreement dated 29 July 2004 between (1) the Vendor, (2) DMT, (3) Mintun 3 Limited and (4) the Purchaser;

**'RÜTGERS CarboTech GmbH'** means RÜTGERS CarboTech GmbH, Castrop-Rauxel (AG Castrop-Rauxel HR B 1719);

**'the RÜTGERS License Agreement'** means the license agreement dated as of July 14/19, 2004 between the Vendor and RÜTGERS Chemicals AG pursuant to which the Vendor has licensed certain intellectual property rights to companies belonging to the RÜTGERS Chemicals AG Group of company to enable them to use the CarboTech name as company name and as trademark for their products.

- 2.2 This Deed shall be binding on and enure for the benefit of the parties' successors and permitted assigns.

### 3 ASSIGNMENT

- 3.1 In consideration of the total aggregate sum of €1,500,000 (one million five hundred thousand Euros) exclusive of VAT (or any equivalent tax) (if applicable) paid by the Purchaser to the Vendor (for itself and as agent for and on behalf of DMT) (the receipt of which is hereby acknowledged by the Vendor and DMT) -

- (a) the Vendor hereby assigns to the Purchaser -
- (i) such right, title and interest as it may have in and/or to use the CT-BT Patents (including the right it may have to apply for patent

or similar protection in any jurisdiction in respect of any lapsed patent listed in Part 1 of Schedule 1 to this Deed);

- (ii) such right, title and interest as it may have in and/or to use the CT-BT Trademarks
  - (iii) such right, title and interest as it may have in and/or to use the Know-How; and
  - (iv) the benefit of the Carpenter Agreement (including any payment relating to or connected with such contract that is received by the Vendor in respect of the period falling after the date of this Deed which the Vendor shall pay to the Purchaser as soon as reasonably practicable after receipt) and the Purchaser agrees to perform those obligations of the Vendor under the Carpenter Agreement which fall to be performed in respect of the period after the date of this Deed;
  - (v) such right, title and interest as it may have in and/or to use the certain know-how (including formulas) licensed under the Parquet Glue License Agreement
- (b) DMT hereby assigns to the Purchaser -
- (i) such right, title and interest as it may have in and/or to use the DMT Trademarks;
  - (ii) such right, title and interest as it may have in and/or to use the CT-BIP Trademarks;



(iii) the benefit of the RÜTGERS CarboTech License Agreement of July 14/19, 2004 and the Purchaser agrees to perform those obligations of DMT under the RÜTGERS CarboTech License Agreement which fall to be performed in respect of the period after the date of this Deed;

3.2 The Purchaser may pay any amount due to be paid under this Deed and owing to the Vendor and/or to DMT to the Vendor.

3.3 With regard to the Know-How, it is acknowledged by the Purchaser that all of Vendor's employees were transferred to a member of the Purchaser's Group, CarboTech Fosroc GmbH, which currently uses the Know-How.

#### 4 FURTHER ASSURANCE

The Vendor and DMT shall, at the request and cost of the Purchaser, execute or procure the execution of all documents and the doing of any acts by any member of the Vendor's Group as the Purchaser may reasonably require for the purpose of giving effect to the assignment pursuant to this Deed and any registration required in relation to this Deed, with the exception of the CT-BIP Intellectual Property Rights.

As to the CT-BIP Intellectual Property Rights DMT shall procure that RÜTGERS CarboTech GmbH, formerly known as CT-BIP, at the request and cost of the Purchaser, executes or procures the execution of all documents and the doing of any acts as the Purchaser may reasonably require for the purpose of giving effect to the assignment pursuant to this Deed and any registration required in relation to this Deed.

**5 THE VENDOR'S AND DMT'S LIABILITY**

The provisions of clause 15.1 of the Principal Agreement shall apply to limit the liability of the Vendor and DMT under this Deed.

**6 CARBOTECH NAME**

The Purchaser acknowledges and agrees that the Vendor has prior to the date hereof licensed the name 'CarboTech' to RUTGERS CarboTech GmbH and RUTGERS CarboTech Engineering GmbH and their subsidiaries on a non-exclusive basis and that such companies and their successors may continue to use such name on the current terms of such licences and to the extent of the current use made by such companies of such name.

**7 GENERAL PROVISIONS**

The following provisions of the Principal Agreement have effect as if expressly incorporated into this Deed (substituting, unless the context requires otherwise, references to the Principal Agreement with references to this Deed and references to Mintun 3 Limited with references to the Purchaser) -

- (a) Clause 15.1;
- (b) clause 18 (notices);
- (c) clause 19.1 (costs);
- (d) clause 19.2 (announcements);
- (e) clause 19.3 (non-merger);
- (f) clause 19.4 (whole agreement);
- (g) clause 19.5 (variations in writing);

- (h) clause 19.6 (third parties);
- (i) clause 19.8 (assignment);
- (j) clause 19.10 (waiver);
- (k) clause 19.11 (invalidity);
- (l) clause 19.14 (counterparts);
- (m) clause 19.15 (governing law and jurisdiction) save to the extent otherwise required by the laws of any other jurisdiction in which case to such extent this Deed shall be governed by and construed in accordance with the laws of the country in which the Intellectual Property Rights in question have been granted or filed or exist;
- (n) clause 19.16 (courts);
- (o) clause 19.17 (appointment of agents); and
- (p) clause 19.18 (service of documents).

**8 GUARANTEE**

DMT agrees to guarantee the performance of the Vendor under this Deed on the terms set out in clause 16 of the Principal Agreement.

IN WITNESS whereof the parties hereto have caused this Deed to be executed and delivered the day and year first above written.

# SCHEDULE 1

## PART 1

### THE CT-BT PATENTS

PATENT	PATENT NO.	COUNTRY	STATUS	FILING DATE	DATE OF GRANT
Verfahren zum Stoppen und Abdichten von Wasserzuflüssen aus geologischen Gesteinformationen ("Bevedol WT") (Stichwort: "Wasserabdichtung")	CZ 288395	Czech Republic	In force	10.11.93	10.04.01
	DE59305810	Germany	In force	10.11.93	12.03.97
	EP(FR) 0668898	France	In force	10.11.93	12.03.97
	EP 0668898 (IT)	Italy	In force	10.11.93	12.03.97
	US 5560736	US	In force	10.11.93	01.10.96
	AU 678565	Australia	In force	10.11.93	13.11.97
Verfahren und Vorrichtung zur Injektion von schnellreagierenden Zweikomponentensystemen (Stichwort: "Tiefenpacker")	DE 19617196	Germany	In force	29.04.96	14.01.97
Injektionsrohr mit Ankerwirkung	EP 398838	Austria	Lapsed	-	-
	EP 398838	Belgium	Lapsed	-	-
	EP 398838	Switzerland	Lapsed	-	-
	DE 59003840	Germany	In force	10.05.90	15.12.93
	EP 398838	France	Lapsed	-	-
	EP 398838	UK	Lapsed	-	-
	EP 398838	Italy	Lapsed	-	-
Einrichtung zum Verpressen von Zweikomponenten-Kunstharzen	AU 669786	Australia	In force	21.04.94	07.05.96

**PART 2**

**THE CT-BT TRADEMARKS**

TRADEMARK	NUMBER	COUNTRY	FILING DATE/RENEWAL DATE	CLASS	SPECIFICATION
BEVEDOL	344 110	Australia	20.03.1980/20.03.2011	1	Solid synthetic resin
BEVEDAN	344 109	Australia	20.03.1980/20.03.2011	1	Solid synthetic resin
GEOFOME	82020	Poland	14.11.1991/14.11.2011	1, 42	Solid synthetic resin services of chemists and engineers
CARBOTECH & DEVICE	88244	Poland	27.11.1991/27.01.2011	1, 6, 7, 11, 37, 39, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work

**PART 3**

**THE KNOW-HOW**

All know-how the Vendor may have relating to technical systems for mining, tunnelling, civil engineering and soil stabilisation, including all know-how the Vendor may have relating to:

- (a) Two-component polyurethane systems for mining;
- (b) Systems for consolidation injections (rock consolidation), in which the parameters can be varied arbitrarily (viscosity, curing time, water resistance, danger of spontaneous combustion);
- (c) Silicate resins;
- (d) Flexible systems for consolidation injections and as bolting grouts whereby the foaming factor and the curing time can be adjusted.

- (e) Silicate resins for sewer repair with good moistening characteristics and adjustability of the curing time as well as excellent bonding strength in respect of stoneware tiles. The silicate systems are characterised by a homogeneity of the water glass phase and therefore are suitable for applications with reusable kegs;
- (f) Two-components polyurethane systems for the building industry;
- (g) Systems with thixotropic reaction and different viscosity/flexibility;
- (h) Crack injection resins with good mechanical features (bonding strength, crack resistance);
- (i) One-component polyurethane systems for the building industry;
- (j) Shrinkage-free foams with different foaming times and flexibilities;
- (k) Stable one-component systems with integrated catalyst;
- (l) Two-component polyurethane solid foams;
- (m) Systems for the foaming of aluminium profiles and shutters;
- (n) Thermoform foam;
- (o) Acrylates;
- (p) Adjustment of any reaction parameters;
- (q) UP resins;
- (r) Formulation of UP resin grouts for grouting bolts;
- (s) One-component polyurethane resins;
- (t) Development and production of one-component polyurethane formulations with a long shelf-life, which cure with humidity, with low foaming factor and which provide elastic shearing resistant connections;
- (u) Two-component polyurethane resin;
- (v) Formulation and production of two-component polyurethane resins with slow reaction and good coating characteristics;
- (w) Measuring methods and measuring equipment, e.g. rotational viscometer, testing machines for synthetic material, gel permeation chromatography,

differential scanning calorimeter, foam height measuring, infrared devices as well as polyurethane processing machines;

- (x) Production know-how;
- (y) SiS capsule production;
- (z) Parallel production lines and continuous capsule production (two-chamber technology);
- (aa) Manufacture of polyurethane systems;
- (bb) Quasi-continuous production of polyol formulations;
- (cc) Production of two-chamber PUR capsules;
- (dd) Formulation of liquid components for keg and tank standards;
- (ee) IT supported administration of formulations and raw material logistics;
- (ff) Filling technologies for difficult components (viscous, foaming, curing with humidity);
- (gg) Filling of different containers with filling quantities from 100g to 1,000 kg and beyond;
- (hh) Pumping technology know-how;
- (ii) Know-how for polyurethane pumps with remote control as well as waterglass pumps with remote control;
- (jj) Processing know-how;
- (kk) Grout procedure with Carbothix;
- (ll) Sealing of injection boreholes with Carbofix;
- (mm) Preparation of complete injections concepts including drilling schemes, carrying out works, cost calculation;
- (nn) All Know-How (including the formula) licensed to Carpenter Inc. under the Carpenter Agreement; and

(oo) All Know-How ( including the formula) licensed to CarboTach Fosroc GmbH under the Parquet Glue License Agreement.



## SCHEDULE 2

### THE DMT TRADEMARKS

TRADEMARK	NUMBER	COUNTRY	FILING DATE/RENEWAL DATE	CLASS	SPECIFICATION
BEVEDOL	334 822	Chile	20.06.1998/23.11.2008	1	Solid synthetic resin
BEVEDAN	334 823	Chile	20.06.1988/23.11.2008	1	Solid synthetic resin
CARBOTECH & DEVICE	2 006 558	Germany	27.05.1991 / 31.05.2011	1, 6, 7, 9, 11, 19, 37, 39, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work

## SCHEDULE 3

### THE CT-BIP TRADEMARKS

TRADEMARK	NUMBER	COUNTRY	FILING DATE/RENEWAL DATE	CLASS	SPECIFICATION
GEOFOME	2 003 002	Germany	17.05.1991/31.05.2011	1, 37, 42	Solid synthetic resin services of chemists and engineers
GEOFOME	152 506	Norway	08.11.1991/24.09.2012	1, 37, 42	Solid synthetic resin services of chemists and engineers
GEOFOME	239 952	Sweden	06.11.1991/11.09.2012	1, 37, 42	Solid synthetic resin services of chemists and engineers
GEOFOME	582 354	IR (AT, CH, CZ, ES, FR, IT, KZ RU, SK, UA,)	13.11.1991/13.11.2011	1, 37, 42	Solid synthetic resin services of chemists and engineers
GEOFILL	2 007 404	Germany	12.10.1991/31.10.2011	1, 37, 42	Solid synthetic resin services of chemists and engineers
CARBOTECH & DEVICE	568 314	Australia	27.11.1991 / 27.11.2011	1	Solid synthetic resins
CARBOTECH & DEVICE	568 316	Australia	27.11.1991 / 27.11.2011	6	Rockbolts and injection drill

					anchors
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CARBOTECH & DEVICE	00.797-1996	Denmark	27.11.1991 09.02.2006	/	1, 6, 7, 11, 37, 39, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work
CARBOTECH & DEVICE	1 468 317	GB	21.06.1991 27.05.2008	/	1	Solid synthetic resins
CARBOTECH & DEVICE	1 468 321	GB	21.06.1991 27.05.2008	/	11	Installations for adsorption processes
CARBOTECH & DEVICE	425 980	Canada	27.11.1991 15.04.2009	/	1, 6, 7, 11, 37, 39, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work
CARBOTECH & DEVICE	186 455	Norway	27.11.1991 20.11.2007	/	1, 6, 7, 11, 17, 20, 37, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work
CARBOTECH & DEVICE	261 957	Sweden	22.11.1991 / 25.11.2004		1, 6, 7, 11, 37, 39, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work
CARBOTECH & DEVICE	1 763 881	USA	26.11.1991 13.04.2013		1, 11	Activated carbons, Installations for adsorption processes
CARBOTECH & DEVICE	584 490	IR (AT, BE, BY, CH, CZ, ES, FR, HU, IT, LU, KZ, NL, RU, SK, UA)	21.11.1991/21.11.2011		1, 6, 7, 37, 39, 40, 42	Solid synthetic resins, Accessories for injection/grouting. Planning and/or carrying-out of bolting, grouting and cavity filling work

Executed and delivered as a deed of )  
Deutsche Montan Technologie GmbH )  
(legal successor of CarboTech-Berg- und )  
Tunnelbausysteme GmbH) )  
a company incorporated in Germany )  
by Mr Udo Scheer )  
and Dr Michael Koppitz )  
being persons who in accordance )  
with the laws of that territory are )  
acting under the authority of the company )

Director

Director

Executed and delivered as a deed of )  
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a company incorporated in Germany )  
by Mr Udo Scheer )  
and Dr Michael Koppitz )  
being persons who in accordance )  
with the laws of that territory are )  
acting under the authority of the company )

Director

Director

Executed and delivered )  
as a deed of )  
Minova International Limited )  
acting by - )

Director

Director/Secretary

9086-0005

TRADEMARK

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant : Minova International Limited  
Mark : CARBO-TECH CT and Design  
Registration No. : 1,763,881  
Registration Date : April 13, 1993

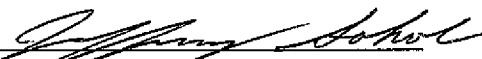
Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Registrant hereby designates Jeffrey Sokol and Cook and Franke, S.C., whose address is 660 East Mason Street, Milwaukee, Wisconsin 53202, as its domestic representative upon whom notices or process may be served.

MINOVA INTERNATIONAL LIMITED

Dated: 3/17/06

By:   
Name: Jeffrey S. Sokol  
Title: Agent