

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delaware Capital Formation, Inc.		06/08/2007	COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RPA Process Technologies SAS		
Street Address:	11, rue de Preaux		
City:	Darnetal		
State/Country:	FRANCE		
Postal Code:	76160		
Entity Type:	COMPANY: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2721958	RPA PROCESS TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2485940600		
Email:	mmlo@raderfishman.com, tmdocketing@raderfishman.com		
Correspondent Name:	Mary Margaret L. O'Donnell		
Address Line 1:	39533 Woodward Avenue		
Address Line 2:	Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	66799-0000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

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Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mary Margaret L. O'Donnell

Signature:

/Mary Margaret L. O'Donnell/

Date:

07/12/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is entered into by and between Delaware Capital Formation, Inc. ("DCF"), a company governed under the laws of the state of Delaware, United States of America, with its registered office at 1403 Foulk Road, Suite 102, Wilmington, Delaware 19803, United States of America, represented by Amy Ward, in her capacity of President and RPA Process Technologies SAS ("Buyer"), a company governed under the laws of France, with a share capital of 9.181.340 €, with its registered office at 11, rue de Preaux, 76160 Darnetal, registered with the Register of Trade and Companies of Rouen under number 389 938 895, represented by Leo Mc Aulife, in his capacity of President.

RECITALS

- A. DCF is the owner of the trademarks identified on the attached Exhibit A ("Trademarks").
- B. Buyer desires to acquire the entire right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purchase Price. The Purchase Price payable by Buyer to DCF for the Trademarks shall be one (1) € ("Trademark Purchase Price"). The Trademark Purchase Price shall be payable immediately upon execution hereof.
2. Assignment. DCF hereby assigns and transfers to Buyer all of DCF's rights, title and interest in and to the Trademarks, together with the goodwill of the business connected therewith, and all right, title and interest to sue and recover for past infringements by any third parties of the Trademarks. Buyer hereby accepts such assignment and transfer of the Trademarks. The effective date of assignment of the ownership of the Trademarks is the date of execution of the Agreement. Buyer shall therefore be solely entitled, as from the effective date of the Agreement, to use, directly or indirectly, the Trademarks, including as company name, business name, shop sign, to assign, transfer, license or otherwise dispose of the Trademarks or grant any other right on the Trademarks.
3. Warranties. The transfer of the Trademarks is made without recourse and without any other representation or warranty of any kind. The Trademarks are transferred with all faults.
4. Registration formalities. This Agreement shall be registered by Buyer, at its own costs, in part or in its entirety, with the relevant Trademark Offices in order to make the Trademark assignment enforceable to third parties. All powers are conferred to the holder of an original of the Agreement for the completion of said formalities.




5. Miscellaneous. This Agreement may only be amended in writing signed by the parties. This Agreement is the entire agreement between the parties with respect to the subject matter hereof. Any term of this Agreement that is found to be invalid or unenforceable shall not affect the validity and enforceability of the remaining terms of this Agreement.

6. Governing laws/Disputes. The Agreement is governed by the laws of the state of Delaware, without giving effect to the principles of conflicts of laws thereof. Any dispute relating to the performance or interpretation of this Agreement shall be submitted, in the absence of an amicable settlement, to the state or federal courts located in the state of Delaware.


Executed as of 8 June 2007, in six (6) original copies (one (1) for each party and four (4) for the purpose of registration with the relevant Trademark Offices)

DELAWARE CAPITAL FORMATION, INC.

By: 
Print Name: Amy Ward

Title: President

RPA PROCESS TECHNOLOGIES SAS

By: 
Print Name: T.L. McAWIFFE

Title: President & Managing Director

EXHIBIT A

Trademarks

Trademark	Territory	Classes	Application number	Application date	Registration number	Registration date
RPA PROCESS TECHNOLOGIES	United States of America (Federal)	7, 11	76121998	September 5, 2000	2721958	June 3, 2003
RPA PROCESS TECHNOLOGIES	European Community	7	2114627	March 5, 2001	2114627	November 21, 2002
RPA PROCESS TECHNOLOGIES	Singapore	7	[•]	[•]	T01/02946E	September 5, 2000
RPA PROCESS TECHNOLOGIES	Brazil	7	823626474	March 5, 2001	Not registered yet	Not registered yet (subject to opposition procedures in Brazil)

