

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
The Cookson Company		05/28/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CCAC, Inc.		
Street Address:	2417 South 50th Avenue		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85043		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1063724	C COOKSON	
Registration Number:	1142357	"FIREFLY"	
CORRESPONDENCE DATA			
Fax Number:	(570)706-3422		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	570-826-5642		
Email:	jlong@rjglaw.com		
Correspondent Name:	Jaime Long		
Address Line 1:	15 S. Franklin St.		
Address Line 4:	Wilkes-Barre, PENNSYLVANIA 18711-0075		
ATTORNEY DOCKET NUMBER:	15790-50		
NAME OF SUBMITTER:	Jaime Long		
Signature:	/jll/		
Date:	05/30/2008		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and delivered as of day the 28th day of May, 2008 (the "Closing Date"), to be effective as of the Effective Time, by THE COOKSON COMPANY ("Seller"), a California corporation, in favor and for the benefit of CCAC, INC. ("Purchaser"), a Delaware corporation (Seller and Purchaser are sometimes collectively referred to in this Trademark Assignment as the "Parties"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of May 12, 2008 by and between Seller and Purchaser (the "Purchase Agreement"), the terms of which are incorporated herein by reference.

RECITALS

WHEREAS, Seller and Purchaser have entered into an Assignment of Intellectual Property of even date herewith (the "Assignment"), pursuant to which, *inter alia*, Seller has agreed to assign the Marks (as hereinafter defined) to Purchaser; and

WHEREAS, pursuant to Section 4 of the Assignment, Seller is required to execute and deliver to Purchaser this Trademark Assignment at the Closing.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants, and agreements contained in this Trademark Assignment, the Assignment, and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and intending to be legally bound hereby, and upon the terms and subject to the conditions of the Assignment and the Purchase Agreement, Seller and Purchaser hereby agree as follows:

1) Conveyance. Upon the terms and subject to the conditions of the Purchase Agreement and the Assignment, Seller does hereby sell, grant, assign, transfer, convey and deliver unto Purchaser, and its successors and assigns, forever, all of Seller's right, title and interest throughout the world in and to Seller's corporate name, all assumed or trade names, whether or not registered, and all registered trademarks that are still in effect and any unregistered trademarks, service marks, trade dress, logos, or other source or business identifiers and applications, including, without limitation, any pending applications for registration of trademarks or service marks, that pertain to or are used in the Manufacturing Operations ("Marks"), including, without limitation, the Marks which are the subject of the registrations and pending applications identified in Attachment 1 attached hereto, and the registrations and applications for registration relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

2) Successors and Assigns. This Trademark Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, as provided in Section 25.9 of the Purchase Agreement.

3) Relation to Purchase Agreement and Assignment. This Trademark Assignment is executed and delivered pursuant to the Purchase Agreement and the Assignment and nothing in this Trademark Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement or the Assignment. To the extent that any provision of this Trademark Assignment conflicts or is inconsistent with the terms of the Purchase Agreement and/or the Assignment, the terms of the Purchase Agreement and/or the Assignment shall govern.

4) Further Assurances. Seller hereby covenants with Purchaser and its successors and assigns that, from time to time after the Closing, Seller will execute and deliver to Purchaser such instruments of sale, transfer, conveyance, assignment and delivery, consents, assurances and other instruments as may reasonably be requested by Purchaser in order to vest in Purchaser title in and to the Marks as contemplated by the Purchase Agreement and the Assignment, and to carry out the intent and purposes of this Trademark Assignment.

5) Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, as applied to contracts made and performed entirely in such jurisdiction, without reference to conflicts of law principles.

6) Counterparts. This Trademark Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment to be executed as of the Closing Date, to be effective as of the Effective Time.

SELLER:

THE COOKSON COMPANY:

ATTEST:

By:  _____

By:  _____
Name: Robert Cook
Title: Pres

PURCHASER:

CCAC, Inc.:

ATTEST:

By: _____

By: _____
Name: _____
Title: _____

SIGNATURE PAGE – TRADEMARK ASSIGNMENT

6) Counterparts. This Trademark Assignment may be executed by the Parties in separate counterparts (including by means of facsimile), each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment to be executed as of the Closing Date, to be effective as of the Effective Time.

SELLER:

ATTEST:

THE COOKSON COMPANY:

By: _____

By: _____

Name: _____

Title: _____

PURCHASER:

ATTEST:

CCAC, Inc.:

By: J. Hryemick

By: Adrian Cornell

Name: Adrian Cornell

Title: CEO

SIGNATURE PAGE – TRADEMARK ASSIGNMENT

ATTACHMENT 1 TO TRADEMARK ASSIGNMENT

TRADEMARKS

Mark	Application/Registration Number	Filing Date/ Registration Date
COOKSON & DESIGN	1,063,724	4/19/1977
FIREFLY (stylized)	1,142,357	12/9/1980