

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
Martek Power		01/18/2008	Societe Anonyme: FRANCE
RECEIVING PARTY DATA			
Name:	Martek Power Inc.		
Street Address:	4115 Spencer Street		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2625471	MARTEK POWER	
Registration Number:	2618505	MARTEK POWER	
CORRESPONDENCE DATA			
Fax Number:	(206)224-0779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	efiling@cojk.com		
Correspondent Name:	Cindy L. Caditz		
Address Line 1:	1420 5th Ave., Suite 2800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	CAWE 5 21682		
NAME OF SUBMITTER:	Cindy L. Caditz		
Signature:	/Cindy L. Caditz/		
Date:	08/06/2008		

CH \$65.00 2625471

Total Attachments: 9

source=Deed of assignment#page1.tif

source=Deed of assignment#page2.tif

source=Deed of assignment#page3.tif

source=Deed of assignment#page4.tif

source=Deed of assignment#page5.tif

source=Deed of assignment#page6.tif

source=Deed of assignment#page7.tif

source=Deed of assignment#page8.tif

source=Deed of assignment#page9.tif

TRADEMARKS ASSIGNMENT AGREEMENT

BETWEEN THE UNDERSIGNED

MARTEK POWER SA

A Société anonyme incorporated under the laws of France having a share capital of 16.940.784,56 euros,

Registered with the commercial registry of Nanterre under number B 342 586 492,

Located 10, rue Jean Jaurès, 92800 PUTEAUX, FRANCE

Represented by Mr Marcel KATZ, Chairman of the Board, duly empowered for the purposes hereof,

Hereinafter referred to as the « Assignor »,

Of the first part,

AND

MARTEK POWER Inc (California).

A corporation incorporated under the law of the State of California, USA

Registered office located at 4115, Spencer Street, Torrance, California, CA 90503, USA,

Registered with the Secretary of State of the State of California,

Represented by Mr Marcel KATZ, duly empowered for the purposes hereof,

Hereinafter referred to as the « Assignee »,

Of the second part.

LANDWELL & ASSOCIÉS
Société d'avocats

~2633270.DOC

TRADEMARK
REEL: 003830 FRAME: 0577

RECITALS

Whereas the Assignor is the registered owner of the following trademarks in the United States of America:

- **MARTEK POWER**, filed on 2 February 1999 registered under number 2625471 in class 9;
- **MARTEK POWER (logo)**, filed on 2 February 1999 and registered under number 2618505 in class 9.

(Hereafter referred to as the "Trademarks")

Whereas the Assignee is desirous of acquiring the right, title and interest in and to the said Trademarks, including all goodwill associated therewith, which the Assignor accepts.

NOW THEREFORE in consideration of the mutual covenants the parties agree to enter into this Agreement.

IT HAS BEEN AGREED AS FOLLOWS

Article 1 - Purpose

The purpose of this Agreement is to define the terms and conditions under which the Assignor assigns to the Assignee the Trademarks and the related rights attached thereto along with the goodwill relating to those Trademarks.

A copy of the registration certificates of the Trademarks is attached in Exhibit 1.

Article 2 – Assignor representations

The Assignor represents that it has full title and ownership on the Trademarks and that no license, security nor pledge has been granted on the Trademarks.

The Assignor represents that all information and documentation relating to the Trademarks that are in its possession have been provided to the Assignee on or before the date hereof.

Article 3 - Assignee representations

The Assignee acknowledges that it has been perfectly and sufficiently informed on the Trademarks situation.

Article 4 - Scope of the Assignment

The Assignor sells, assigns and transfers its rights, title and interest in and to the Trademarks.

The Assignor also sells, assigns and transfers the goodwill relating to the operation of the business associated with the Trademarks.

Consequently, the Assignee shall be entitled to initiate, in his own name, risks and profits, both in demand and in defense, all proceedings, procedures or lawsuits relating to the Trademarks, including the right to bring an action against past usurpations, if any.

Nothing in this Agreement shall be construed to create any obligation on either party hereto for the benefit of a third party other than the Assignee or to confer any rights on any third party other than the Assignee.

Article 5 - Price

In consideration of the assignment of the Trademarks, the Assignee shall pay the Assignor the fixed and final price: sixty thousand euros (60.000 €), the receipt of which is hereby acknowledged.

The price is split up as follows:

- MARTEK POWER (registered under number 2625471): fifty thousand euros (50.000 €);
- MARTEK POWER (logo, registered under number 2618505): ten thousand euros (10.000 €).

Article 6 - Warranties

The Assignor warrants the effective existence of the Trademarks and represents that there is no pending action nor claim against the Seller connected to the Trademarks.

Warranties of the Sellers are limited to the above warranties.

Article 7 - Effective date

The effective date of the Agreement shall be the date of signing thereof by both parties.

Article 8 - Registration of the Agreement

The registration of the Agreement shall be made by the Assignee, at its own expenses.

The parties undertake to sign any document that would be required to the registration of the Agreement, in particular before the US Trademark Office.

All powers are assigned to the holder of an original of this Agreement to proceed to the required registrations.



Assignor further authorizes the Director of the United States Patent & Trademark Office, and any other official of any U.S. state or states, or any country or countries foreign to the United States, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

Article 9 - Applicable law and dispute

This Agreement is governed by the law of the State of California.

In case of dispute over contract validity, performance or construction, the Commercial Court of Paris shall have exclusive jurisdiction, without regard to conflict of law rules in the jurisdiction where a claim arising from this Agreement is brought.

Drawn in three counterparts.

In Puteaux.

On January 17, 2008

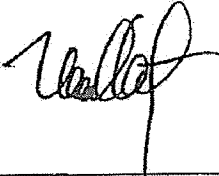

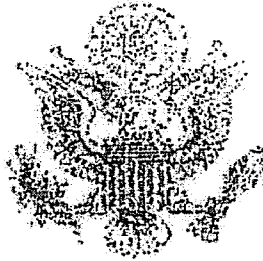
MARTEK POWER SA Monsieur Marcel KATZ	MARTEK POWER Inc Monsieur Marcel KATZ
Signature 	Signature 

EXHIBIT 1

Trademarks' registration certificates

70

The United States of America



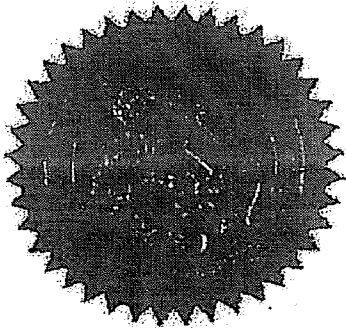
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Director of the United States Patent and Trademark Office

Cl.: 9

U.S. Cls.: 21, 23, 26, 36, and 38

Reg. No. 2,625,471

United States Patent and Trademark Office

Registered Sep. 24, 2002

TRADEMARK
PRINCIPAL REGISTER

MARTEK POWER

MARTEK (S.A.) (FRANCE CORPORATION)
15, RUE JEAN JAURES
92100 BOULVAUX, FRANCE

ELECTRICAL CONDUCTORS AND ELECTRICAL
TRANSFORMERS, IN CLASS 9 (U.S. CLS. 21, 23, 26,
36 AND 38).

DESCRIPTION: ELECTRICAL POWER SUPPLIES, POWER
TRANSFORMATION DEVICES, NAMELY, CONVERTERS,
INVERTERS, CURRENT RECTIFIERS, UNIN-
TERMITTABLE ELECTRICAL POWER SUPPLIES,
ELECTRIC POWER SYSTEMS COMPRISING ELEC-
TRICAL TRANSFORMERS AND ELECTRICAL
CONDUCTORS, ELECTRIC MEASUREMENT IN-
STRUMENTS, NAMELY, ELECTRICAL CONDUCT-
ING ELECTRIC TEST SYSTEMS COMPRISING

FIRST USE 8-0-1998; IN COMMERCE 8-0-1998.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "POWER", APART FROM THE
MARK AS SHOWN.

SN 75-631,667, FILED 2-2-1999.

TONJA GASKINS, EXAMINING ATTORNEY

The United States of America



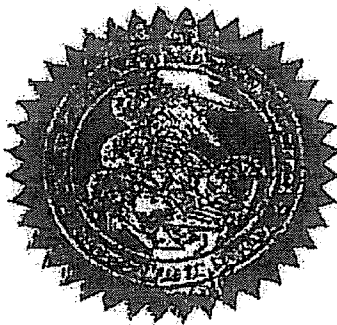
CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Director of the United States Patent and Trademark Office

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

Reg. No. 2,618,505

United States Patent and Trademark Office

Registered Sep. 10, 2002

TRADEMARK
PRINCIPAL REGISTER



MARTEK (S.A.) (FRANCE CORPORATION)
10, RUE JEAN JAURES
92800 PUTEAUX, FRANCE

ELECTRICAL CONDUCTORS AND ELECTRICAL
TRANSFORMERS. IN CLASS 9 (U.S. CLS. 21, 23, 26,
36 AND 38).

FOR: ELECTRICAL POWER SUPPLIES, POWER
CONVERSION DEVICES, NAMELY, CONVERTERS
AND INVERTORS, CURRENT RECTIFIERS, UNIN-
TERRUPTABLE ELECTRICAL POWER SUPPLIES,
ELECTRIC POWER SYSTEMS COMPRISING ELEC-
TRICAL TRANSFORMERS AND ELECTRICAL
CONNECTORS, ELECTRIC MEASUREMENT IN-
STRUMENTS, NAMELY, ELECTRICAL CONDUCT-
TORS, ELECTRIC TEST SYSTEMS COMPRISING

FIRST USE 8-0-1998; IN COMMERCE 8-0-1998.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "POWER", APART FROM THE
MARK AS SHOWN.

SN 75-631,668, FILED 2-2-1999.

TONJA GASKINS, EXAMINING ATTORNEY

A handwritten mark, possibly initials or a signature, located in the bottom right corner of the page. It consists of several loops and strokes, appearing to be written in ink.