

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
Recmix Inc.		09/27/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Excell Materials, Inc.		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2947237	SORELMIX	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1893		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Bryan H. Opalko		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0050187-000001		
NAME OF SUBMITTER:	Bryan H. Opalko		
Signature:	/Bryan H. Opalko/		
Date:	08/22/2008		

CH \$40.00 2947237

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Agreement*") is dated this 27th day of September, 2007, by and between Recmix Inc., a Canadian corporation ("*Assignor*") and Excell Materials, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the United States and foreign trademark registrations, applications for registration of trademarks, and unregistered trademarks identified and set forth on Schedule A (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing; and

WHEREAS, pursuant to the Transfer Agreement, the Trademarks and associated goodwill are to be assigned to Assignee at its request and direction.

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

1. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (2) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (3) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (4) implementation, perfection and/or recording of this Assignment.

3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and

owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to application of choice of law principles.

5. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed and delivered, on the day and year first above written.

ASSIGNOR:

RECMIX INC

By Michael West
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____)

SS:

On this _____ day of September, 2007 before me _____, known to me to be _____ of Recmix Inc., who acknowledged that he signed this instrument as a free act on behalf of Recmix Inc.

Notary Public:
My commission expires:

ASSIGNEE:

EXCELL MATERIALS, INC.

By [Signature]
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____) SS:

On this _____ day of September, 2007 before me _____, known to me to be _____ of Excell Materials, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Excell Materials, Inc.

Notary Public:
My commission expires:

**SCHEDULE A
TRADEMARKS**

(See attached listing.)

SCHEDULE A

INTELLECTUAL PROPERTY

- **U.S. trademarks:**

- (1) SORELMIX - Application No. 76/405,665; registered on May 10, 2005 (#2947237)
- (2) TRACYMIX - Application No. 76/405,475 (Abandoned)
- (3) COMIX - Application No. 76,405,663 (Abandoned)

- **Canadian trademarks:**

- (1) SORELMIX - Application No. 1,138,458 ; registered on October 14, 2003 (#TMA592252)
- (2) TRACYMIX - Application No. 1,138,457 (Abandoned)
- (3) COMIX - Application No. 1,138,456 (Abandoned)