

TRADEMARK ASSIGNMENT

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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
SHELL TRADEMARK MANAGEMENT B.V.		03/16/2009	COMPANY: NETHERLANDS
RECEIVING PARTY DATA			
Name:	SWELLFIX B.V.		
Street Address:	Lange Kleiweg 60F		
Internal Address:	Rijswijk ZH		
City:	Zuid-Holland		
State/Country:	NETHERLANDS		
Postal Code:	2288		
Entity Type:	COMPANY: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3372915	SWELLFIX	
Registration Number:	3577989		
CORRESPONDENCE DATA			
Fax Number:	(248)988-8363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	248-988-8360		
Email:	amalvitz@cgolaw.com		
Correspondent Name:	KARIN H. BUTCHKO		
Address Line 1:	CARLSON, GASKEY & OLDS, P.C.		
Address Line 2:	400 WEST MAPLE ROAD, SUITE 350		
Address Line 4:	BIRMINGHAM, MICHIGAN 48009		
ATTORNEY DOCKET NUMBER:	67012-011 GEN		

CH \$65.00 3372915

DOMESTIC REPRESENTATIVE

900131157

**TRADEMARK
 REEL: 003968 FRAME: 0307**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Karin H. Butchko

Signature:

/Karin H. Butchko/

Date:

04/07/2009

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made between **SHELL TRADEMARK MANAGEMENT B.V.**, a Dutch company incorporated under the laws of the Netherlands and having an office at Carel van Bylandtlaan 30, 2596 HR (hereinafter referred to as "Assignor") and **SWELLFIX B.V.**, a Dutch company incorporated under the laws of the Netherlands and having an office at Lange Kleiweg 60F, Rijswijk ZH, Zuid-Holland, Netherlands 2288 (hereinafter referred to as "Assignee").

WITNESSTH

WHEREAS, Assignor has registered and is the owner of the trademarks identified in Exhibit A (hereinafter referred to as the "Trademarks"), and

WHEREAS, Assignor and Assignee wish to set out in detail the manner in which the Trademarks will be assigned to Assignee,

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. With effect from the date on which this Agreement is signed by the later party to do so ("the Effective Date"), Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Trademarks, including the goodwill associated with the Trademarks and the right to sue for past infringement and recover all damages in respect thereof. From the Effective Date onward, responsibility for the further filing, prosecution, maintenance, defense, opposition against and enforcement of the Trademarks, as well as all liability for any and all associated costs and expenses, shall completely transfer to Assignee.
2. With effect from the Effective Date, Assignee shall be responsible for and shall bear all costs and expenses including, but not limited to, official fees associated with recordal at the U.S. Patent and Trademark Office for this transfer of Trademarks to Assignee. Assignor shall co-operate with Assignee in the recordals of such transfer by executing required documents in a form acceptable to Assignor, which shall be prepared by Assignee at Assignee's sole cost and expense.
3. Assignor shall ensure that, as soon as practicable following the Effective Date, the attorneys acting for Assignee in relation to the Trademarks are informed that:
 - the assignment of the Trademarks to Assignee has taken place; and
 - the responsibility for handling the Trademarks has passed to Assignee; and
 - the costs in respect of filing, prosecution, maintenance, defense, enforcement and assignment of the Trademarks should thereafter be borne by and charged to Assignee.

For the avoidance of doubt, all fees, invoices and debits incurred by Assignor in connection with the Trademarks for any services rendered after the Effective Date will be for payment by Assignee or reimbursed by Assignee. Assignor shall pay or be responsible for all services rendered prior to the Effective Date.

4. Upon request by Assignee, Assignor or its nominee shall, as soon as practicable following the Effective Date, promptly transfer to Assignee, or to a location or persons nominated by Assignee, Assignor's papers and case files of the Trademarks including, but not limited to, any documents relating to office actions, oppositions, challenges to validity, and other disputes or proceedings.
5. Assignor warrants that it is free to enter into this Agreement and to assign the Trademarks in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing and to the extent permitted by applicable law, Assignor hereby excludes all other warranties. Nothing contained in this Agreement shall constitute or be construed as a guarantee or warranty or representation of any kind by Assignor that any rights assigned to Assignee under this Agreement are valid or enforceable, or that the exercise of any of the rights assigned to Assignee under this Agreement shall not infringe the rights of any third parties.
6. After the Effective Date, Assignor shall not be liable for any loss or damage suffered by Assignee resulting from negligence, or any other cause, arising out of or in connection with the Trademarks, this Agreement or its subject matter. Assignee shall indemnify Assignor against any third party claim brought against Assignor in respect of any loss or damage arising out of or in connection with this Agreement or its subject matter.
7. Nothing in this Agreement shall make Assignor liable in respect of any act done or omitted to be done on or after the Effective Date by Assignee or its agents. Assignee shall indemnify Assignor and Assignor's successors in title, and hold them harmless, in respect of any liability for losses, costs, claims, expenses and damages including, but not limited to, negligence and legal and other professional fees that Assignee may incur as a result of anything so done or omitted to be done, or failure by Assignee to perform any of its obligations under this Agreement.
8. This Agreement shall be deemed as completed in The Hague, Netherlands (irrespective of where it may have been signed by the parties hereto). This Agreement and the relationship thereunder between the parties shall be exclusively interpreted in accordance with, and be governed by Dutch law and any dispute, whether based in contract, tort or otherwise, arising out of or in connection with this Agreement that cannot be solved amicably between the parties shall be submitted to the exclusive jurisdiction of the courts in the Netherlands.

AS WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original by their respective duly authorized representatives.

**SHELL TRADEMARK
MANAGEMENT B.V.**

J. Kooy
Name

Printed Name:

Director
Title:

16 March 2009
Date:

B. Vahagen
Name

Printed Name:

Director
Title:

16 March 2009
Date:

SWELLFIX B.V.



Dequy
Name

BJR DEQUAE
Printed Name:

General Attorney
Title:

25 March 2009
Date:

EXHIBIT A

Trade Mark	Country	App. No.	Reg. No.	Reg. Date	Class
SWELLFIX	USA	78764243	3372915	22 Jan 2008	6, 17, 42
	USA	78844652	3577989	17 Feb 2009	6, 17, 42
SWELLFIX	Benelux	1080809	786127	4 Jul 2005	6, 17, 42
	Benelux	1093918	795448	30 Nov 2005	6, 17, 42