

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
Accentus Plc		01/29/2009	public limited company in England and Wales: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Zircotec Limited		
Street Address:	3rd Floor, 11 Strand		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	WC2N 5HR		
Entity Type:	public limited company in England and Wales: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77542747	ZIRCOTEC	
CORRESPONDENCE DATA			
Fax Number:	(312)759-5646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-214-8314		
Email:	mvalone@btlaw.com		
Correspondent Name:	Barnes & Thornburg LLP		
Address Line 1:	P.O. Box 2786		
Address Line 4:	Chicago, ILLINOIS 60690-2786		
ATTORNEY DOCKET NUMBER:	36417-107899		
DOMESTIC REPRESENTATIVE			
Name:	Barnes & Thornburg LLP		
Address Line 1:	P.O. Box 2786		

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**TRADEMARK
 REEL: 004074 FRAME: 0341**

Address Line 4: Chicago, ILLINOIS 60690-2786

NAME OF SUBMITTER:	Melissa A. Vallone
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Signature:	/mvallone/
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Date:	10/06/2009
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Total Attachments: 4 source=77542747#page1.tif source=77542747#page2.tif source=77542747#page3.tif source=77542747#page4.tif
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THIS AGREEMENT IS DATED 29 January 2009

PARTIES

- (1) Zircotec Limited incorporated and registered in England and Wales with company number 06758654 whose registered office is at 3rd Floor, 11 Strand, London, WC2N 5HR (**Assignee**).
- (2) Accentus Plc incorporated and registered in England and Wales with company number 04146523 whose registered office is at 3rd Floor, 11 Strand, London, WC2N 5HR (**Assignor**).

BACKGROUND

- (A) The Assignor is the proprietor of the trade marks listed in the Schedule (**Trade Marks**).
- (B) By an asset purchase agreement dated 29 January 2009 between the Assignor and the Assignee, the Assignor has agreed to assign all its rights in and to the Trade Marks and the Trade Mark applications to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

In consideration of the sum of £1.00 paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges), the Assignor hereby assigns with full title guarantee to the Assignee absolutely the Trade Marks and all and any rights in and to the Trade Marks, including the benefit of the application for registration with the intention that when the application is granted the registration shall vest in the Assignee and any common law rights and all the goodwill attaching to the Trade Marks.

2. PROCEEDINGS

- 2.1 This assignment shall include the right for the Assignee to bring proceedings against any third party in respect of the Trade Marks (including proceedings for infringement of the Trade Marks or for passing off or for otherwise infringing the rights of the Assignor in the Trade Marks).
- 2.2 The Assignor agrees and undertakes to provide the Assignee (at its request) with all such reasonable assistance with any proceedings which may be brought by or against the Assignee or by or against any third party in relation

to the Trade Marks. The Assignee shall indemnify the Assignor in respect of all costs and expenses (including reasonable legal costs) incurred by it in providing the Assignee with such assistance.

3. FURTHER ASSURANCE

The Assignor covenants that, at the cost and request of the Assignee at any time and from time to time, it shall execute such deeds or documents and do such acts or things as may be necessary or desirable to give effect to this assignment.

4. GOVERNING LAW AND JURISDICTION

4.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.

4.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule Trade Marks

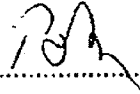
Part 1. Registered Trade Marks

Mark	Number	Country	Class of trade mark
Zircotec logo	2483300	United Kingdom	2 & 40
ZIRCOTEC	3533676	European Union	9,11 & 40
THERMOHOLD	3366151	European Union	7 & 12
THERMOHOLD	3322072	United States of America	7 & 12
Zircotec logo	976067	International Trade Mark European Union designation	2 & 40

Part 2. Trade Mark applications


Mark	Number	Country	Class of trade mark
ZIRCOTEC	771542747	United States of America	2 & 40
Zircotec logo	976067	International Trade Mark United States of America designation	2 & 40

Signed for and on behalf of Accentus Plc



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Signed for and on behalf of Zircotec Limited



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