# 299907:

# CH \$40.00

#### 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
Hudson Solid Surfaces International, L.L.C.		109/14/2009	LIMITED LIABILITY COMPANY: OKLAHOMA

#### **RECEIVING PARTY DATA**

Name:	TSHS, LLC
Street Address:	1120 Main Parkway
City:	Catoosa
State/Country:	OKLAHOMA
Postal Code:	74015
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2999073	MYSTERA

#### **CORRESPONDENCE DATA**

Fax Number: (312)609-5005

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31238.00.0051
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/

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Date:	10/27/2009
Total Attachments: 3 source=Hudson Solid Surfaces International, L.L.C. IP Assignments#page1.tif source=Hudson Solid Surfaces International, L.L.C. IP Assignments#page2.tif source=Hudson Solid Surfaces International, L.L.C. IP Assignments#page3.tif	

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is entered into and effective as of the 14th day of September, 2009, between TSHS, LLC, a Delaware limited liability company, with an address at 1120 Main Parkway, Catoosa, OK 74015 ("Assignee" or "Consolidated Company") and Hudson Solid Surfaces International, L.L.C., an Oklahoma limited liability company, with an address at 1120 Main Parkway, Catoosa, OK 74015 ("Assignor").

#### RECITALS:

- A. Assignor and Assignee are parties to a Contribution Agreement dated as of the date hereof (the "Contribution Agreement") with Transolid, Inc., a North Carolina corporation ("Transolid"), pursuant to which Assignor and Transolid each agreed to transfer to the Consolidated Company certain tangible and intangible assets owned by them, including Assignor's Trademarks and the pending Patent Application identified on <a href="Exhibit "A" hereto (the "Intellectual Property").">Exhibit "A" hereto (the "Intellectual Property").</a>
- B. The Consolidated Company, identified above as the Assignee, has been formed as a limited liability company under the laws of the State of Delaware.
- NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the parties hereto agree as follows:
- 1. <u>Recitals Incorporated</u>. The Recital paragraphs above are incorporated herein by this reference.
- 2. <u>Assignment of Trademarks</u>. Assignor does hereby bargain, convey, grant, sell, assign, transfer and set over all right, title and interest in the Intellectual Property to Assignee, its successors and assigns.
- Consideration. The Consideration for the transfer of the Intellectual Property is as specified in the Contribution Agreement, the receipt and sufficiency of which is hereby acknowledged.
- 4. <u>Effective Date and Time: Right to Record</u>. The sale, transfer and assignment are effective upon execution of this Assignment. Notwithstanding the same, Assignee shall have the right to record this Assignment in the United States Patent and Trademark Office and with such other recording authorities as Assignee deems reasonable and proper.
- 5. Warranties and Indemnification. Assignor warrants to Assignee that Assignor owns all of the right, title and interest in and to the Intellectual Property and that the Intellectual Property is not subject to any lien, claim or other encumbrance other than as specifically set forth herein. Assignor hereby indemnifies Assignee, its owners, directors, managers, officers, employees, representatives, agents, affiliates, assignees and assigns, and shall defend and hold all such indemnified parties harmless from and against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or

TRADEMARK REEL: 004085 FRAME: 0919 nature, including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to any alleged infringement by the Intellectual Property on the rights of another.

- 6. <u>Governing Law</u>. This Assignment will be governed by the law of the State of Oklahoma.
- 7. <u>Capitalized Terms</u>. Unless otherwise specified, capitalized terms herein shall have the same meaning as given to those terms in the Contribution Agreement.
- 8. <u>Counterparts and Facsimile</u>. This Assignment may be executed in one or more counterparts (including by facsimile), and all such counterparts shall constitute one and the same agreement.

EXECUTED at Tulsa, Oklahoma.

"Assignee"	"Assignor"
TSHS, LLC	Hudson Solid Surfaces International, L.L.C.
By A	By Name States Sant
Name <u>Skolas SA</u> AA Title <u>M</u>	Name <u>Exercises Servey</u> Title <u>646 62</u>
ACKNOWLED	<u>GMENTS</u>
STATE OF ALAMA )  COUNTY OF LOGAN )  SS:	
COUNTY OF Dogue	
[ 27 # 0 / 4   0 / 4   4   ( Hallie ),	e on the // day of, 2009, by // (title) of Hudson Solid
Surfaces International, L.L.C., the Assignor identified	labove July Collins
My Commission Expires:	Notary Public / Commission Number:
*****	****
STATE OF Allery SS:	
This instrument was acknowledged before m	e on the day of , 2009, by (title) of <b>TSHS, LLC</b> ,
the Assignee identified above.	Jaly Older
My Commission Expíres: 7-7-12	Notary Public' Commission Number: DEDGG 34

### Exhibit "A"

#### Intellectual Property

## Trademark Listing by Trademark

Mark Coi

Country Application No.

Registration No.

**RECORDED: 10/27/2009** 

Application Date Registration Date

Mystera 78/326847

United States 5/10/2005
Class No. Goods

17 plastic sheets for use in counter tops and manufacturing

# Patent Pending by Application

Application number -11/073,030: Application for patent on "Process for producing a solid surface product including non-directional veining"

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