

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
Gurit (Canada) Inc.		11/11/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Gurit (UK) Limited		
Street Address:	St. Cross Business Park		
City:	Newport, Isle of Wight		
State/Country:	UNITED KINGDOM		
Postal Code:	PO30 5WU		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1761355	CORE-CELL	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5155		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202 799-4155		
Email:	ned.whalen@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	500 8th Street		
Address Line 2:	DLA Piper LLP (US)		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 1761355

TRADEMARK

900147492

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NAME OF SUBMITTER:	Thomas E. Zutic
Signature:	/Thomas E. Zutic/
Date:	11/12/2009
Total Attachments: 2 source=CC001#page1.tif source=CC002#page1.tif	

THIS AGREEMENT OF ASSIGNMENT is made the 11th day of NOVEMBER 2009

BETWEEN:

- (1) Gurit (Canada) Inc., a company incorporated under the laws of Canada and having an address at 175 Rue Peladeau Magog, Quebec, J1X 5G9, Canada (which company is hereinafter referred to as the "Assignor"); and
- (2) Gurit (UK) Ltd , a company incorporated under the laws of England and Wales and having its principal place of business at St. Cross Business Park, Newport, Isle of Wight, PO30 5WU, United Kingdom. (which company is hereinafter referred to as the "Assignee").

WHEREAS:

1. The Assignor is the registered proprietor in the USA of certain trade marks.
2. The Assignor is prepared to assign the legal and beneficial ownership of one trade mark to the Assignee for the consideration hereinafter mentioned and consents to its usage by the Assignee.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement the following expression shall have the following meaning: "Trade Mark" means the mark set out in Schedule 1.
2. In consideration of the payment of the sum of £1.00 [one pound sterling] paid by the Assignee to the Assignor (receipt of which is acknowledged) the Assignor hereby assigns to the Assignee with full title guarantee all property rights usage title and interest in the Trade Mark, together with all and any common law rights connected therewith, together with all accrued rights to sue in respect of infringements, together



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with the goodwill and interest of the Assignor in and concerning the business relating to the Trade Mark, relating to the goods/services in respect of which the Trade Mark has been registered and used TO HOLD unto the Assignee absolutely, to the intent that upon registration of this Agreement the Assignee shall be entered as the registered proprietor of the Trade Mark.

3. The Assignor shall at the request of the Assignee at all times after the date of this Agreement do all such acts and execute all such documents as may from time to time be necessary or desirable to secure the vesting in the Assignee of the Trade Mark and all rights assigned to the Assignee under this Agreement.
4. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts in relation to this Agreement and its subject matter.

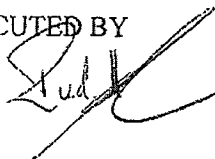
IN WITNESS of which the parties have executed this Agreement the day and year first above written.

SCHEDULE 1

Mark	Class
US Trade Mark Registration No. 1761355	17
CORE-CELL (stylised)	

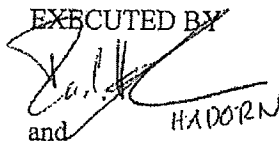
EXECUTED BY

and


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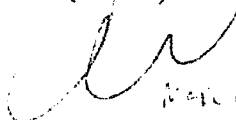
EXECUTED BY

and


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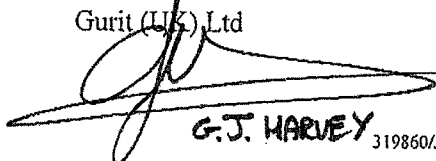
for and on behalf of

Gurit (Canada) Inc


Mark Andrew

for and on behalf of

Gurit (UK) Ltd


G.J. HARVEY 319860/JPC/sjc