

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
Weir Materials Limited		10/02/2008	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Weir Engineering Services Limited		
Street Address:	149 Newlands Road		
City:	Cathcart, Glasgow, Scotland		
State/Country:	UNITED KINGDOM		
Postal Code:	G44 4EX		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1468778	ZERON	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	dpung@mofo.com		
Correspondent Name:	Rosemary S. Tarlton		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	25535-6000.000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

CH \$40.00 1468778

NAME OF SUBMITTER:	Rosemary S. Tarlton
Signature:	/Rosemary S. Tarlton/
Date:	12/01/2009
Total Attachments: 9 source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page1.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page2.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page3.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page4.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page5.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page6.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page7.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page8.tif source=25535-6000.000 - Weir Materials Limited-Weir Engineering Services Limited Assignment#page9.tif	

DEED OF ASSIGNMENT

between

WEIR MATERIALS LIMITED

and

WEIR ENGINEERING SERVICES LIMITED

re: Trade Mark and Patent Assignment

THIS DEED OF ASSIGNMENT is made on the 2nd day of October 2008

- (1) **WEIR MATERIALS LIMITED**, a company incorporated in Scotland under the Companies Acts (Company No SC107219) with its registered office at Fourth Floor, Clydesdale Bank Exchange, 20 Waterloo Street, Glasgow, G2 6DB (the "Assignor"); and
- (2) **WEIR ENGINEERING SERVICES LIMITED**, a company incorporated in Scotland under the Companies Acts (Company No SC033381) with its registered office at 149 Newlands Road, Cathcart, Glasgow, G44 4EX (the "Assignee").

WHEREAS

- (A) The Assignor and the Assignee are members of the same group of companies. The Assignor is the owner of the Trade Mark and the Patent (as defined below).
- (B) The Assignor has agreed to assign the Trade Mark and the Patent (as defined below) to the Assignee and the parties wish to record the terms of such assignment in writing.

NOW THE PARTIES AGREE AS FOLLOW:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, the following terms and expressions shall have the meanings set opposite them:

"Agreement"	this deed of assignment between the Assignor and the Assignee;
"Commencement Date"	the last date of signing hereof;
"Patent"	the patent applications set out in Part 1 of the Schedule together with the right to apply for, prosecute and obtain patent or similar protection throughout the world for an invention embodied by any of the applications set out in Part 1 of the Schedule, including the right to claim priority from such applications;
"Schedule"	means the schedule annexed hereto and incorporated herein; and
"Trade Mark"	means the word ZERON (written in any format) and any trade mark or logo based on or including the same, including the trade marks set out in Part 2 of the Schedule together with trade mark applications claiming priority from the foregoing trade mark applications and/or registrations and all trade marks which may be

registered pursuant to the aforementioned trade mark applications and the unregistered rights owned by the Assignor at the Commencement Date in connection with such trade mark applications and registrations including any and all copyright and goodwill.

1.2 The Agreement shall be interpreted in accordance with the following provisions:

1.2.1 Headings are for convenience only and shall not affect interpretation;

1.2.2 Unless the context requires otherwise, the singular shall include the plural and vice versa; reference to one gender shall include all other genders; and references to persons shall include an individual, Company, partnership or any other association or organisation (whether or not having a separate legal personality);

1.2.3 References to any statute or other regulation shall include any amendment, extension, consolidation, re-enactment or replacement of such statute or regulation and any subordinate legislation made under it.

2. ASSIGNMENT

2.1 In consideration of the sum of ONE POUND STERLING (£1) the Assignor hereby assigns to the Assignee its whole right, title and interest past, present and future in and to the Trade Mark and the Patent with effect from the last date of signature of this Agreement and any goodwill and rights of any nature which may accrue to the Assignor in respect of the Trade Mark and the Patent.

2.2 The Assignor agrees and undertakes promptly to execute all such documents, forms and authorisations and to swear any declaration or oath and generally to do all such things as may be required for absolutely vesting the Assignor's full right, title and interest in the Trade Mark and the Patent in favour of the Assignee.

3. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with English law and each of the parties hereto hereby submit to the exclusive jurisdiction of the English Courts as regards any claims or matters arising hereunder.

4. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it as separate counterparts, each of this is an original, but all of which together constitute one and the same instrument. Any party may enter into this Agreement by signing such counterpart.

5. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Right of Third Parties) Act 1999, by any person who is not a party and agrees that there are no third party beneficiaries hereto.

6. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein and any and all previous agreements relating to the subject matter hereof shall terminate.

SCHEDULE

Part 1 – Patent

COUNTRY	STATUS	APPLICATION NUMBER	APP. DATE	INVENTORS
Great Britain	Pending	0719288.3	03/10/2007	Stanley Alan Hebdon; Roger Francis
United States	Pending	61/014620	18/12/2007	Stanley Alan Hebdon; Roger Francis
Great Britain	Pending	0809316.3	22/05/2008	Stanley Alan Hebdon; Roger Francis

Part 2 – Trade Mark

REGISTERED TRADE MARKS

COUNTRY	MARK	STATUS	APPLICATION/ REGISTRATION NUMBER	APP. DATE	REG. DATE	RENEWAL DATE	GOODS
Australia	ZERON	Registered	436385	15/11/1985	15/11/1985	15/11/2016	Class 6 – Stainless steel
Austria	ZERON	Registered	140560	18/07/1991	21/02/1992	21/02/2012	Class 6 – Stainless steel
BeneLux	ZERON	Registered	501415	15/07/1991	15/07/1991	15/07/2011	Class 6 – Stainless steel
Canada	ZERON	Registered	320785	21/11/1986	21/11/1986	21/11/2016	Class 6 – Stainless steel
China	ZERON	Registered	269610	20/11/1986	20/11/1986	19/11/2016	Class 6 (local Class 21) – Stainless steel
Finland	ZERON	Registered	99763	05/11/1987	05/11/1987	05/11/2017	Class 6 – Stainless steel
France	ZERON	Registered	1332634	27/11/1985	27/11/1985	27/11/2015	Class 6 – Stainless steel
Germany	ZERON	Registered	2039391	17/07/1991	29/06/1993	17/07/2011	Class 6 – Stainless steel
Hungary	ZERON	Registered	140402	19/07/1991	19/07/1991	19/07/2011	Class 6 – Stainless steel

COUNTRY	MARK	STATUS	APPLICATION/ REGISTRATION NUMBER	APP. DATE	REG. DATE	RENEWAL DATE	GOODS
Madrid Protocol Designating European Union and Turkey	ZERON	Registered	896129	24/06/2006	24/06/2006	24/06/2016	Class 6 – Stainless steel
Israel	ZERON	Registered	153763	10/12/2001	10/12/2001	10/12/2002	Class 6 – Stainless steel
Italy	ZERON	Registered	974648	23/07/1991	23/07/1991	23/07/2011	Class 6 – Stainless steel
Japan	ZERON	Registered	2037875	26/04/1988	26/04/1988	26/04/2018	Class 6 – Stainless steel
Norway	ZERON	Registered	126851	30/10/1986	30/10/1986	30/10/2016	Class 6 – Stainless steel
Portugal	ZERON	Registered	275569	19/07/1991	15/06/1993	15/06/2013	Class 6 – Stainless steel
Russia	ZERON	Registered	111103	03/09/1991	03/09/1991	03/09/2011	Class 6 – Stainless steel
Singapore	ZERON	Registered	7224/92	22/09/1992	22/09/1992	22/09/2012	Class 6 – Stainless steel and articles made wholly or substantial

							ly wholly of stainless steel; all included in class 6
South Korea	ZERON	Registered	532378	06/03/2001	14/10/2002	14/10/2012	Class 6 – Stainless steel
Spain	ZERON	Registered	1653144	14/08/1991	14/08/1991	14/08/2001	Class 6 – Stainless steel
Sweden	ZERON	Registered	205325	10/04/1987	10/04/1987	10/04/2017	Class 6 – Stainless steel
Switzerland	ZERON	Registered	391848	12/07/1991	12/07/1991	12/07/2011	Class 6 – Stainless steel
Taiwan	ZERON	Registered	841469	21/01/1998	01/03/1999	01/03/2009	Class 6 – Stainless steel
United Kingdom	ZERON	Registered	1136830	10/07/1980	10/07/1980	10/07/2011	Class 6 – Stainless steel
United Kingdom	ZERON	Registered	1100929	01/09/1978	01/09/1978	01/09/2009	Class 6 – Stainless steel
United States	ZERON	Registered	1468778	15/12/1987	15/12/1987	15/12/2017	Class 6 – Stainless steel

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

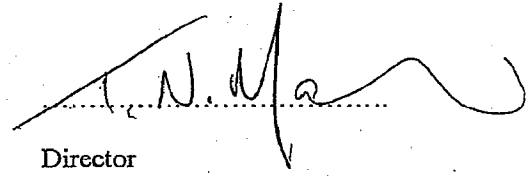
Executed as a deed for and on behalf of

WEIR MATERIALS LIMITED

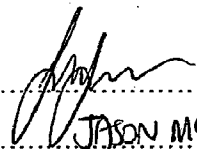
by THOMAS NICHOLAS MARTIN

on 2 October 2008

in the presence of:



Director

 Witness
JASON MCBURNIE Full Name
6 SOLOMONS VIEW Address
DUNLOP KABLES

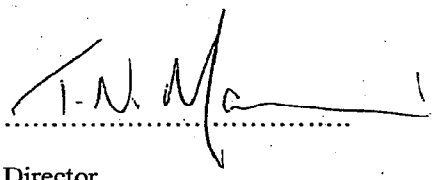
Executed as a deed for and on behalf of

WEIR ENGINEERING SERVICES LIMITED

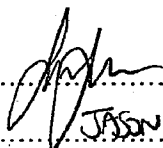
by THOMAS NICHOLAS MARTIN

on 2 October 2008

in the presence of:



Director

 Witness
JASON MCBURNIE Full Name
6 SOLOMONS VIEW Address
DUNLOP KABLES