

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
Film Specialties, Inc.		12/22/2009	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	FSI Coating Technologies, Inc.		
Street Address:	45 Parker, Suite 100		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1475929	VISTEX	
Registration Number:	2529085	VISGARD	
Registration Number:	2367340	VISGARD	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	toddschneider@paulhastings.com		
Correspondent Name:	Todd Schneider		
Address Line 1:	4747 Executive Drive, 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	57667.00021		
NAME OF SUBMITTER:	Todd Schneider		
Signature:	/Todd Schneider/		

CH \$90.00 1475929

Date:

01/14/2010

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made and entered into as of December 22, 2009 by and between FSI Coating Technologies, Inc., a Delaware corporation ("**Assignee**") and Film Specialties, Inc., a New Jersey corporation ("**Assignor**").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement entered into on even date herewith, pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A hereto (the "**Marks**"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Asset Purchase Agreement, the Asset Purchase Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

FSI Coating Technologies, Inc.,
a Delaware corporation

By: 

Name: William Gregg

Title: President

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 004131 FRAME: 0425

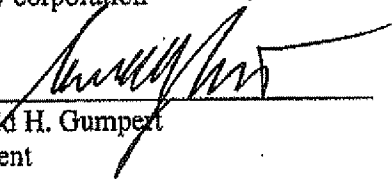
"Assignor"

Film Specialties, Inc.,
a New Jersey corporation

By: _____

Name: Gerald H. Gumpert

Title: President



STATE OF New Jersey)
COUNTY OF Summit) ss

On December 21, 2009 before me, AN Attorney At Law of the State of New Jersey, personally appeared
Gerald H. Gumpert

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and ~~official seal~~.



Notary Public in and for said County and State

Philip L. Chapman
An Attorney At Law of
The State of New Jersey

[Signature page to Trademark Assignment]

SCHEDULE A

MARKS

Trademark Number	Mark
U.S. Trademark Registration No. 1,475,929	Vistex
U.S. Trademark Registration No. 2,529,085	Visgard
U.S. Trademark Registration No. 2,367,340	Visgard