

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
Nomaco, Inc.		01/09/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	K-Flex USA L.L.C.		
Street Address:	100 Nomaco Drive		
City:	Youngsville		
State/Country:	NORTH CAROLINA		
Postal Code:	27596		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2653773	FLEXTHERM	
CORRESPONDENCE DATA			
Fax Number:	(919)821-6800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	bfricks@smithlaw.com		
Correspondent Name:	Blake Simpson Fricks		
Address Line 1:	PO Box 2611		
Address Line 4:	Raleigh, NORTH CAROLINA 27602		
NAME OF SUBMITTER:	Blake Simpson Fricks		
Signature:	/Blake Simpson Fricks/		
Date:	01/28/2010		
Total Attachments: 2			
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OP \$40.00 2653773

ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK (this "Assignment") is dated and made as of January 9, 2010, by and between Nomaco, Inc., a Delaware corporation ("Assignor"), and K-Flex USA L.L.C. (formerly known as Nomaco K-Flex, LLC), a limited liability company organized pursuant to the North Carolina Limited Liability Company Act ("Assignee").

RECITAL

Assignee and Assignor are parties to a Membership Interest Redemption Agreement dated as of June 27, 2007, among Assignee, Assignor and L'Isolante K-Flex S.r.l. (the "Redemption Agreement"). In accordance with Section 9.3(a) thereof, Assignor desires to transfer and assign to Assignee and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title, and interest in, to and under Assignor's registered and unregistered trademark "Flextherm" in the Territory (as defined below), including without limitation U.S. Registration Number 2653773 for Flextherm® and any other applications or registrations therefor (the "Trademark"). For the purpose of this Assignment, "Territory" means North America, including Canada, Mexico, and the United States, including each of the states, provinces, territories, possessions and protectorates thereof, the District of Columbia, and the Commonwealth of Puerto Rico.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably and unconditionally transfer and assign to Assignee, and Assignee does hereby accept such transfer and assignment of, all of Assignor's right, title and interest in, to, and under (i) the Trademark, together with the goodwill associated therewith and which is symbolized thereby, and any and all renewals and extensions thereof that may hereafter be secured, now or hereafter in effect, and (ii) all claims and causes of action for damages and other relief by Assignor by reason of all past and future infringements, dilutions, and other violations of any and all rights under such Trademark, along with Assignor's right to sue under such claims and to collect and enjoy damages, benefits, and other remedies resulting therefrom, all the foregoing to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to assist Assignee by executing such other instruments and taking such other actions as reasonably requested by Assignee to vest sole and exclusive ownership of the Trademark in Assignee's name and to otherwise give full effect to the rights granted to Assignee hereunder.

Assignor hereby authorizes and requests the Director of the U.S. Patent and Trademark Office, and the similar authorities in all trademark, intellectual property, or other offices where any of the registration applications included in the Trademarks have been or may be filed, to issue any registrations arising from said applications to Assignee for its sole use and advantage; and for the use and advantage of its legal representatives and assigns, to the full end of the term, and any extensions thereof, for which such registrations may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Assignor hereby authorizes Assignee to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office and the trademark, intellectual property, or other offices where any registrations or registration applications for Trademark have been or may be filed or issued for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to such Trademark in the name of Assignee.

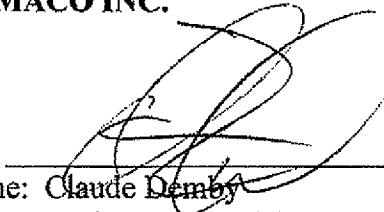
This Assignment is effective as of January 9, 2010.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law provisions thereof.

The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Redemption Agreement shall be not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Redemption Agreement and the terms hereof, the terms of the Redemption Agreement shall prevail.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Assignment as of the date set forth below.

NOMACO INC.

By: 
Name: Claude Demby
Title: Chief Executive Officer

K-FLEX USA L.L.C.

By: 
Name: Giuseppe Guarino
Title: Manager