

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hudson Bay Mining and Smelting Co., Limited		01/01/2010	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Zochem, Inc.		
Street Address:	1 Tilbury Road		
City:	Brampton, Ontario		
State/Country:	CANADA		
Postal Code:	L6T 3T4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3351766	ZOCHEM	
CORRESPONDENCE DATA			
Fax Number:	(612)977-8650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6129778676		
Email:	ip@briggs.com		
Correspondent Name:	Andrea M. Bond		
Address Line 1:	80 South Eighth Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	37217.4		
DOMESTIC REPRESENTATIVE			
Name:	Andrea M. Bond		
Address Line 1:	80 South Eighth Street		

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**TRADEMARK
 REEL: 004174 FRAME: 0286**

Address Line 2: 2200 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Andrea M. Bond
Signature:	/Andrea M. Bond/
Date:	03/25/2010

Total Attachments: 8
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TRADEMARK LICENCE

THIS AGREEMENT DATED JANUARY 1, 2010.

BETWEEN:

ZOCHEM INC., a corporation incorporated under the laws of Canada, having an office at 1 Tilbury Road, Brampton, Ontario, L6T 3T4, Attention: President (the "Licensee")

- and -

HUDSON BAY MINING AND SMELTING CO., LIMITED, a corporation incorporated under the laws of Canada, having an office at Dundee Place, 1 Adelaide Street East, Suite 2501, Toronto, Ontario, M5C 2V9, Attention: President (the "Licensor")

WHEREAS:

1. The Licensor is the owner of the full right, title and interest in and to the trademarks set out in Schedule "A" attached hereto, as the Schedule may be amended from time to time (collectively, the "Marks") for use in association with:
 - (a) the services described in Schedule "B" attached hereto (the "Services"); and
 - (b) the wares described in Schedule "C" attached hereto (the "Wares");

[REDACTED]

3. The Licensor is willing to licence the Licensee to use the Marks as aforesaid on the terms and conditions hereof.

IN CONSIDERATION of the mutual covenants hereinafter contained, the Licensor and the Licensee agree as follows:

1. The Licensor hereby grants to the Licensee, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable right and licence to use the Marks [REDACTED] in association with the Services and the Wares, [REDACTED], provided that:

- (a) [REDACTED]

(b)

The Licensee agrees and acknowledges that the Licensor is the exclusive owner of the Marks and all the goodwill associated therein.

(c)

2. The parties may from time to time amend the contents of Schedules "A", "B" and "C" attached hereto by adding or deleting trademarks, services and/or wares. Such amendments may be effected by an authorized signing officer of each party signing and dating an amended Schedule "A", Schedule "B" or Schedule "C" with the amended Schedule "A", Schedule "B" or Schedule "C" becoming effective on the date on which both signing officers have signed the same. The terms and conditions of this Agreement shall apply to such amended Schedule "A", Schedule "B" or Schedule "C" as fully and completely as though the schedule(s) had always formed part of this Agreement.

3.

The Licensee may register notice of this Agreement with an Trademark Office at its own expense.

4.

5.

3

[REDACTED]

6.

[REDACTED]

7.

[REDACTED]

8.

[REDACTED]

9.

Upon the termination of this Agreement, for any reason whatsoever, the Licensee shall immediately cease any and all use of the Marks and discontinue the provision of all the Services and the Wares in association with the Marks.

[REDACTED]

Licensee, its business, assets, and liabilities, in whole or in part, by the Licensee, without the prior written consent of the Licensor. This Agreement shall enure to the benefit of, and be binding upon, each of the parties and their respective successors and permitted assigns. This Agreement shall be governed by, and construed under, the laws of the Province of Manitoba and the laws of Canada applicable therein.

10. This Agreement shall not be assigned or transferred, in whole or in part, by the Licensee, without the prior written consent of the Licensor. This Agreement shall enure to the benefit of, and be binding upon, each of the parties and their respective successors and permitted assigns. This Agreement shall be governed by, and construed under, the laws of the Province of Manitoba and the laws of Canada applicable therein.

11. [Redacted]

12. [Redacted]

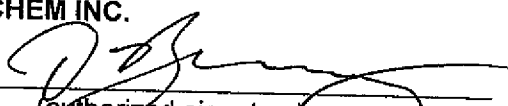
13. Any notice required or authorized under this Agreement to be given by either party to the other party shall be in writing and may be delivered in person or by courier, transmitted by facsimile or sent by prepaid registered mail and addressed to the addresses described above or such other parties or such other addresses as either party shall notify the other party in writing. Any notice given shall be deemed to be received on the date of delivery by person or by courier or by transmission by facsimile as the case may be or on the fifth business day following the date of mailing.

14. This Agreement and its Schedules constitute the entire agreement between the parties with respect to the subject-matter hereof and supersedes all prior agreements or understandings, whether written or oral. Any amendments or modifications to the within Agreement must be made in writing and signed by both parties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ZOCHEM INC.



Per: 
(authorized signatory)

HUDSON BAY MINING AND SMELTING CO., LIMITED

Per: 
(authorized signatory)



SCHEDULE A

TRADEMARKS

Trademark	Registration No.	Country	Registration Date
ZOCHEM & DESIGN 	TMA 555453	Canada	December 13, 2001
ZOCHEM & DESIGN 	Registration No. 3351766	United States	December 11, 2007



TDSLAW:976242v1A

**SCHEDULE B
SERVICES**

Trademark	Registration No.	Country	Services
ZOCHEM & DESIGN 	TMA 555453	Canada	(1) Manufacturing and production of zinc oxide
ZOCHEM & DESIGN 	Registration No. 3351766	United States	None.

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**SCHEDULE C
WARES**

Trademark	Registration No.	Country	Wares
<p>ZOCHEM & DESIGN</p> 	TMA 555453	Canada	<p>(1) Zinc oxide, zinc oxide powder, zinc oxide pellets</p> <p>(2) Bags, drums and sacks used for the storage and transport of zinc oxide, zinc oxide powder and zinc oxide pellets</p>
<p>ZOCHEM & DESIGN</p> 	Registration No. 3351766	United States	<p>(1) Zinc oxide, zinc oxide powder, zinc oxide pellets</p>

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