

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Amstar Surface Technology, Ltd.  
9404 Zaka Rd.  
Houston, TX 77064

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Texas

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) June 3, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Alstom Power Inc.

Internal

Address: \_\_\_\_\_

Street Address: 200 Great Pond Drive

City: Windsor

State: CT

Country: USA Zip: 06095

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

No.: 3566976

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AMSTAR 888

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Megan M. Williams

Internal Address: \_\_\_\_\_

Street Address: 1717 St. James Place, Suite 520

City: Houston

State: TX Zip: 77056

Phone Number: 713 572-1000

Fax Number: 713 572-1001

Email Address: mwilliams@doherty-law.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 140

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Megan M. Williams  
Signature

6/14/10  
Date

Megan M. Williams

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Continuation of Item 4

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s): 3566975

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**AMSTAR SURFACE TECHNOLOGY**

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s): 3566977

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**ALLOY 888**

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s): 3566978

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**SLAGSTOP**

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4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) n/a

B. Trademark Registration No.(s): 3334313

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**AMSTAR SURFACE ENGINEERING**

TO: MEGAN M. WILLIAMS COMPANY: 1717 ST. JAMES PLACE, SUITE 520

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/08/2010**  
**900164054**

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AmStar Surface Technology Ltd.		06/02/2010	LIMITED PARTNERSHIP:
<b>RECEIVING PARTY DATA</b>			
Name:	Alstom Power Inc.		
Street Address:	200 Great Pond Drive		
City:	Windsor		
State/Country:	CONNECTICUT		
Postal Code:	06095		
Entity Type:	CORPORATION:		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Registration Number:	3566976	AMSTAR 888	
Registration Number:	3566975	AMSTAR SURFACE TECHNOLOGY	
Registration Number:	3566977	ALLOY 888	
Registration Number:	3566978	SLAGSTOP	
Registration Number:	3334313	AMSTAR SURFACE ENGINEERING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(713)572-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713 572-1000		
Email:	mwilliams@doherty-law.com		
Correspondent Name:	Megan M. Williams		
Address Line 1:	1717 St. James Place, Suite 520		
Address Line 4:	Houston, TEXAS 77056		
<b>NAME OF SUBMITTER:</b>	Megan M. Williams		

CP \$140.00 3566976

TO: MEGAN M. WILLIAMS COMPANY: 1717 ST. JAMES PLACE, SUITE 520

Signature:	/Megan M. Williams/
Date:	06/08/2010
Total Attachments: 7 source=assignment.amstar to Alstom.trademarks#page1.tif source=assignment.amstar to Alstom.trademarks#page2.tif source=assignment.amstar to Alstom.trademarks#page3.tif source=assignment.amstar to Alstom.trademarks#page4.tif source=assignment.amstar to Alstom.trademarks#page5.tif source=assignment.amstar to Alstom.trademarks#page6.tif source=assignment.amstar to Alstom.trademarks#page7.tif	

### ASSIGNMENT

THIS ASSIGNMENT is made as of this 2<sup>nd</sup> day of June, 2010 by **AmStar Surface Technology Ltd.**, a Texas limited partnership ("Assignor") in favor of **Alstom Power Inc.**, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 13, 2010 by and among Assignor, Assignee, AmStar International Ltd., and the partners of AmStar International Ltd. and Assignor (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor shall transfer to Assignee all of Assignor's right, title and interest in the "Intellectual Property" of Assignor, as defined therein;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby assign, sell, grant, and convey to Assignee, its successors and assigns, Assignor's entire right, title, and interest throughout the world in and to:

1. The registered trademarks ("Registered Trademarks") and unregistered names and trademarks ("Unregistered Trademarks") set forth in Exhibit A attached hereto and the goodwill relating to the goods and services upon which the Registered Trademarks and Unregistered Trademarks are used and for which the Registered Trademarks are registered;
2. All trademark registrations and like protection that have now been or may in the future be granted in respect of the Unregistered Trademarks or goods and services upon which the Unregistered Trademarks are used, whether in the United States of America or in any other country or place anywhere in the world;
3. All other trademark registrations and like protection on the goods and services upon which the Registered Trademarks and Unregistered Trademarks are used that have now been or may in the future be made by ASSIGNOR or ITS successors or assigns, whether in the United States of America or any other place anywhere in the world, including without limitation those that have been or may be obtained or permissible under past, present and future laws and statutes;
4. All rights of action accruing to ASSIGNOR on account of past, present and future unauthorized use and misappropriation of the Registered Trademarks and Unregistered Trademarks by a third party and for infringement of any Registered Trademark and Unregistered Trademark by a third party, and like protection on the

**TRADEMARK**

**REEL: 004231 FRAME: 0140**

goods and services upon which the Registered Trademarks and Unregistered Trademarks are used;

5. The right in ASSIGNEE to file applications in its name for trademark registrations and like protection for Registered Trademarks, Unregistered Trademarks, and the goods and services upon which the Registered Trademarks and Unregistered Trademarks are used, in any country or countries foreign to the United States; and
6. All international rights associated with the Registered Trademarks and Unregistered Trademarks and like protection for the goods and services upon which the Registered Trademarks and Unregistered Trademarks are used.

Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

*[Signature Page Follows]*

EXECUTED in Houston, Texas on the date indicated below, opposite the signature.

ASSIGNOR:

AMSTAR SURFACE TECHNOLOGY LTD.

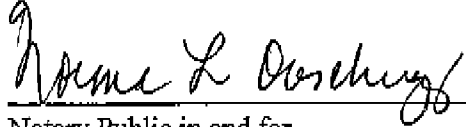
Date: June 2, 2010

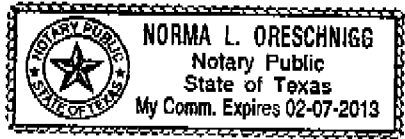
By:   
 By: AmStar International G.P. Inc., General Partner  
 Name: Dr. Michael W. Seitz  
 Title: President

THE STATE OF TEXAS           §  
   §  
 COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Michael W. Seitz, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, in his official capacity as President of AmStar International G.P. Inc., General Partner of AmStar Surface Technology Ltd., for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of June, 2010.

  
 Notary Public in and for  
 the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_





ASSIGNEE:

ALSTOM POWER INC.

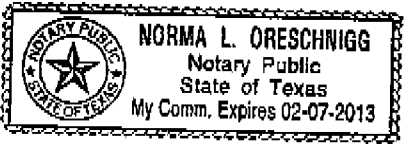
Date: June 2, 2010

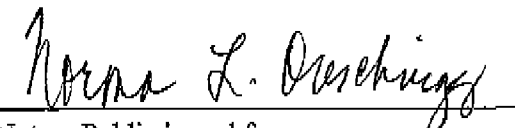
By:   
 Name: William F. Schoelwer  
 Title: Authorized Signatory

THE STATE OF TEXAS       §  
   §  
 COUNTY OF HARRIS       §

BEFORE ME, the undersigned authority, on this day personally appeared William F. Schoelwer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, in his official capacity as Authorized Signatory of Alstom Power Inc., for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of June, 2010.



  
 Notary Public in and for  
 the State of \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**EXHIBIT A****REGISTERED TRADEMARKS AND UNREGISTERED TRADEMARKS**

**Mark : AMSTAR 888**

Type: Service

Status: Registered

Int'l Class: 40

Service: Applying Alloy Cladding on Metal and on Non-Metal Surfaces.

Reg. No.: 3,566,976 on January 27, 2009

Filing Date: May 26, 2008

Date of 1<sup>st</sup> Use: January 15, 2003

Ownership: AMSTAR Surface Technology, Ltd.

**Mark : AMSTAR SURFACE TECHNOLOGY**

Type: Service

Status: Registered

Int'l Class: 40

Service: Applying Alloy Cladding on Metal and on Non-Metal Surfaces to Provide Surface Protection and Build-Up.

Reg. No.: 3,566,975 on January 27, 2009

Filing Date: May 26, 2008

Date of 1<sup>st</sup> Use: April 1, 2005 and January 15, 2008 in commerce

Ownership: AMSTAR Surface Technology, Ltd.

Disclaimer: No claim to use of "Surface Technology" apart from the mark.

**Mark : ALLOY 888**

Type: Trademark

Status: Registered

Int'l Class: 6

Goods: Nickel Based Alloy Wire Also Comprised of Borides and Carbides in Forms Suitable for Thermal Spraying to Provide Cladding on Metal and on Non-Metal Surfaces.

Reg. No.: 3,566,977 on January 27, 2009

Filing Date: May 26, 2008

Date of 1<sup>st</sup> Use: February 1, 2003

Ownership: AMSTAR Surface Technology, Ltd.

Disclaimer: No claim to use of "Alloy" apart from the mark.

**Mark : SLAGSTOP**

Type: Trademark

Status: Registered

Int'l Class: 1

Goods: A Ceramic Compound for Applying Coatings Over Metallic Coating to Provide Different Surface Properties.

Reg. No.: 3,566,978 on January 27, 2009

Filing Date: May 26, 2008

Date of 1<sup>st</sup> Use: January 15, 2006

Ownership: AMSTAR Surface Technology, Ltd.

**Mark : SLAGSTOP PASSIVATION**

Type: Service

Status: Dead (never followed up on)

Int'l Class: 35

Goods: Providing Surface Passivation with SLAGSTOP, a Ceramic Compound for Applying Coatings Over Metallic Coating to Provide Different Surface Properties.

Reg. No.: N/A

Filing Date: May 26, 2008

Date of 1<sup>st</sup> Use: January 15, 2006

Ownership: AMSTAR Surface Technology, Ltd.

**Mark : AMSTAR SURFACE ENGINEERING**

Type: Service

Status: Registered

Int'l Class: 40

Service: Applying Alloy Cladding on Metal and on Non-Metal Surfaces to Provide Surface Protection and Build-Up.

Reg. No.: 3,334,313 on November 13, 2007

Filing Date: March 27, 2007

Date of 1<sup>st</sup> Use: March 15, 2002

Ownership: AMSTAR Surface Technology, LP.

Disclaimer: No claim to use of "Surface Engineering" apart from the mark.

**Mark : SLAGSTOP**

Type: Service

Status: Dead

Int'l Class: 40

Goods: Applying Coatings Over Metallic Coating to Provide Different Surface Properties.

Reg. No.: N/A

Abandonment Date: December 1, 2006

Filing Date: November 25, 2005

Date of 1<sup>st</sup> Use: January 20, 2005

Ownership: AMSTAR Surface Technology, Ltd.

Mark : **AMSTAR SURFACE ENGINEERING**

Type: Service

Status: Dead

Int'l Class: 40

Service: Metal Coatings on Metal and/or on Non-Metal Surfaces to Provide Surface Protection and Build-Up.

Reg. No.: N/A

Abandonment Date: December 1, 2006

Filing Date: November 28, 2005

Date of 1<sup>st</sup> Use: March 15, 2002

Ownership: AMSTAR Surface Technology, LP.

Unregistered names or trademarks as follows:

888, JetFlow, AmS888, AmS888a, AmS888b, AmS888c, AmS888ct, AmS888z, AmS888zt, AmS812a, AmSz, HCA-40H Passivator, HCA-50M, and JetStar 8000.

**TRADEMARK**

**REEL: 004231 FRAME: 0146**

MEGAN M. WILLIAMS COMPANY: 1717 ST. JAMES PLACE, SUITE 520



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JUNE 09, 2010

\*900164054\*

PTAS

MEGAN M. WILLIAMS  
 1717 ST. JAMES PLACE, SUITE 520  
 HOUSTON, TX 77056

UNITED STATES PATENT AND TRADEMARK OFFICE  
 NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 900164054

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,  
 MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.  
 IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,  
 YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT  
 571-272-3350.

1. THE SUBMITTED ASSIGNMENT COVER SHEET IS NOT ACCEPTABLE. THE CITIZENSHIP OF THE RECEIVING PARTY MUST BE INDICATED ON THE COVER SHEET. AS OF JANUARY 16, 2009, TRADEMARK RULE 37 C.F.R. §3.31(A) WAS AMENDED TO ADD THE REQUIREMENT THAT THE ASSIGNMENT COVER SHEET MUST INCLUDE THE LEGAL ENTITY TYPE AND NATIONAL CITIZENSHIP (OR STATE OR COUNTRY OF ORGANIZATION) OF EACH PARTY RECEIVING THE ASSIGNMENT INTEREST. AND, IF THE PARTY RECEIVING THE ASSIGNMENT INTEREST IS A DOMESTIC PARTNERSHIP OR DOMESTIC JOINT VENTURE, THE COVER SHEET MUST STATE THE NAMES, LEGAL ENTITY TYPES, AND NATIONAL CITIZENSHIP (OR THE STATE OR COUNTRY OF ORGANIZATION) OF ALL GENERAL PARTNERS OR ACTIVE MEMBERS THAT COMPOSE THE PARTNERSHIP OR JOINT VENTURE. 37 C.F.R.

TO MEGAN M. WILLIAMS COMPANY: 1717 ST. JAMES PLACE, SUITE 520

§3.31(A)(8).

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT SERVICES BRANCH  
PUBLIC RECORDS DIVISION

); SUBMITTER COMPANY: Faxed to Submitter's Fax Number



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**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

June 18, 2010

Submitter

United States Patent and Trademark Office  
Notice of Corrupt Image

Your request to record a document in the United States Patent and Trademark Office was received via electronic fax on June 17, 2010, at 05:31 PM with unreadable text.

Due to the transmission error, we are unable to view your submission. Please resubmit your document.

If you have any questions, you may contact our customer service center at 571-272-3350.

Office of Public Records  
Assignment Division

**DOHERTY & DOHERTY LLP**1717 ST. JAMES PLACE, SUITE 520  
HOUSTON, TEXAS 77056TELEPHONE: (713) 572-1000  
TELEFAX: (713) 572-1001TELEFAX TRANSMITTAL FORM

TO: Examiner/USPTO

FAX NO.: 571 273-0140

FROM: Megan M. Williams

DATE: June 24, 2010

COMMENTS: 900164054

We are sending 16 pages, including transmittal form(s).

If you do not receive all of the pages indicated above, please call (713) 572-1000 and ask to speak with Norma as soon as possible.

THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS BY MAIL. THANK YOU.

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