

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
QTR, Inc.		07/19/2010	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Matrixx-QTR, Inc.		
Street Address:	c/o Citadel Plastics Holdings, Inc.		
Internal Address:	150 North Radnor Chester Road, Suite F-200		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77745145	SUSTAINALLOY	
CORRESPONDENCE DATA			
Fax Number:	(312)207-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Morley S. Fortier, III		
Address Line 1:	10 South Wacker Drive		
Address Line 2:	Reed Smith, LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Morley S. Fortier, III		
Signature:	/Morley S. Fortier, III/		
Date:	07/27/2010		

OP \$40.00 77745145

Total Attachments: 7

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**"), dated as of July 19, 2010, is made and entered into by and between QTR, Inc. an Indiana corporation ("**Assignor**"), and Matrixx-QTR, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "**Asset Purchase Agreement**"), by and among Assignee, Assignor, Rodney S. Jackson and Mary L. Perigo, pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of the Assignor's right, title and interest in and to the Purchased Assets (as defined in the Asset Purchase Agreement); and

WHEREAS, in consideration of the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, trade names and trademark and service mark registrations and applications (including intent-to-use applications) set forth on Schedule A attached hereto (collectively, the "**Marks**"), and all goodwill symbolized by and associated with the business conducted under such Marks, which business is ongoing and existing (the "**Goodwill**"); and

WHEREAS, Assignee desires to accept the assignment of all of Assignor's right, title and interest in and to said Marks and all goodwill symbolized by and associated with the business conducted under such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and sets over to Assignee all of the Assignor's right, title, interest in, to and under the Trademarks and the Goodwill to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, as fully and completely as the same would have been held by Assignor if this assignment had not been made. Without limiting the generality of the foregoing, Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee all of Assignor's right, title and interest in and to any and all causes of action and rights to bring suit for past infringement of the Trademarks.
2. Assignor hereby represents and warrants that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Assignor that would conflict with this Assignment.
3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights, including the Patent and Trademark Office of the United States, to record Assignee as the assignee and owner of the Trademarks.


4. Upon reasonable notice given by Assignee, Assignor hereby agrees to execute and deliver at a future date any additional documents that Assignee determines may be necessary or desirable, or that may be required under federal or state law, to preserve and protect, and to perfect Assignee's ownership of, the Trademarks and the Goodwill. Assignor further agrees to pay any filing or other governmental fees and charges that become due and payable prior to the date hereof in connection with the registration of any of the Trademarks. Assignee shall pay any and all fees and charges arising as a result of the assignments contemplated hereby.
5. Assignor hereby grants to Assignee a power of attorney (which power is hereby acknowledged to be coupled with an interest and irrevocable) and appoints Assignee to serve as its agent and attorney-in-fact, with powers of substitution, in each case for the limited purposes of executing and delivering such documents and doing such acts in Assignor's place and stead as Assignor would otherwise be obligated to do pursuant to paragraph 4 above.
6. Except to the extent that federal law preempts state law with respect to matters covered hereby, this Assignment shall be governed by, and construed in accordance with, the laws of the State of Indiana, without regard to any conflict of laws provisions thereof.

[remainder of this page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

ASSIGNOR:

QTR, INC.

By: 
Name: Rodney S. Jackson
Its: President

ASSIGNEE:

MATRIX-X-QTR, INC.

By: _____
Name: J. Michael Fitzpatrick
Its: Vice President

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed and delivered by their duly authorized officers and agents effective as of the date first set forth above.

ASSIGNOR:

QTR, INC.

By: _____
Name: Rodney S. Jackson
Its: President

ASSIGNEE:

MATRIX-QTR, INC.

By: J. Michael Fitzpatrick
Name: J. Michael Fitzpatrick
Its: Vice President

[Signature Page to Trademark Assignment]

STATE OF Illinois)
) SS:
COUNTY OF DuPage)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this 15th day of July, 2010, that J. Michael Fitzpatrick, the Vice President of Matrixx-QTR, Inc., a Delaware corporation, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Vice President of said corporation, and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 15th day of July, 2010.



[Signature]
Notary Public

My commission expires:

6/3/2014

My County of Residence:

DuPage

[Notary Page to Trademark Assignment]

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this ____ day of July, 2010, that Rodney S. Jackson, the President of QTR, Inc., an Indiana corporation, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said corporation, and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this 16 day of July, 2010.

Yvonne Hadley
Notary Public

My commission expires:
3-23-16

My County of Residence:
Warwick

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

The undersigned, a Notary Public within and for said County and State, duly commissioned and acting, does hereby certify on this ____ day of July, 2010, that _____, the _____ of Matrixx-QTR, Inc., an Indiana corporation, personally known to me to be the same person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said corporation, and that he signed and delivered the same on behalf of said corporation, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

GIVEN under my hand and notarial seal this ____ day of July, 2010.

Notary Public

My commission expires:

My County of Residence:

SCHEDULE A

MARK	SERIAL NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
Sustainalloy	77745145	May 27, 2009	N/A	N/A	Pending

[Schedule A to Trademark Assignment]