

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MICROPOROUS PRODUCTS, LLC		12/21/2009	LIMITED LIABILITY COMPANY: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MP ASSETS CORPORATION		
<b>Street Address:</b>	596 Industrial Park Road		
<b>City:</b>	Piney Flats		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37686		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75917240	CELLFORCE	
<b>Serial Number:</b>	73178432	FLEX-SIL	
<b>Serial Number:</b>	71351790	ACE-SIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(865)523-4478		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8655464305		
<b>Email:</b>	mevans@lng-patent.com		
<b>Correspondent Name:</b>	Luedeka, Neely & Graham, PC		
<b>Address Line 1:</b>	P.O. Box 1871		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901		
<b>ATTORNEY DOCKET NUMBER:</b>	54100.00/5325.5		
<b>NAME OF SUBMITTER:</b>	David E. LaRose		

CH \$90.00 75917240

**900191838**

**TRADEMARK  
 REEL: 004541 FRAME: 0271**

Signature:	/d.e.larose/
Date:	05/13/2011
Total Attachments: 4 source=5410000-topto-20110513-AssignmentOfTrademarks#page1.tif source=5410000-topto-20110513-AssignmentOfTrademarks#page2.tif source=5410000-topto-20110513-AssignmentOfTrademarks#page3.tif source=5410000-topto-20110513-AssignmentOfTrademarks#page4.tif	

## ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL

**THIS ASSIGNMENT OF TRADEMARKS AND ACCOMPANYING GOODWILL** is made effective as of the 21<sup>st</sup> day of December, 2009 (hereinafter the “Effective Date”), by and between **MICROPOROUS PRODUCTS, LLC**, a Delaware limited liability Company (“Assignor”), and **MP ASSETS CORPORATION**, a Delaware corporation (“Assignee”).

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the trademarks and the registrations and applications for registration thereof, all as set forth on the attached Schedule A (incorporated herein by reference), and the goodwill of the business associated therewith and symbolized thereby, (collectively the “Marks”), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor; and

**WHEREAS**, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of December 21, 2009 (the “Purchase Agreement”); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to convey all of the Purchased Assets including Assignor’s rights in the Marks, and all goodwill associated therewith and symbolized thereby and all rights appurtenant thereto to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges by its execution below, Assignor assigns, as of the Effective Date, to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and together with any and all interests, claims and rights for damages and profits by reason of any past infringement or unauthorized use of the Marks, false designations of origin, unfair competition, deceptive trade practices and/or dilution related to the Marks, use of confusingly similar marks or names by others and all other related causes of action and the right to sue therefor.

Assignor agrees to perform all reasonable and proper additional acts (including but not limited to the transfer to Assignee of Assignor’s files and records relating to the Marks and the complete registration files and prosecution history, including the registration certificates for the Marks) and to execute any additional documents at the request and expense of Assignee which Assignee may require in order to transfer all of Assignor’s rights, title and interest in and to the Marks and/or the rights appurtenant thereto to Assignee, its successors or assigns.

Capitalized terms used herein without definition shall have the respective meanings assigned them in the Purchase Agreement.

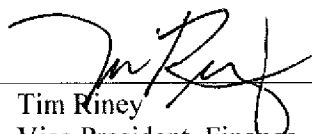
*[Signatures appear on the following page.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment of Trademarks and Accompanying Goodwill to be executed as of the date first set forth above.

**ASSIGNOR:**

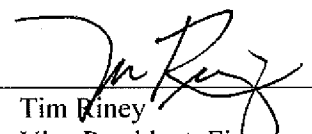
**MICROPOROUS PRODUCTS, LLC**

By: MICROPOROUS HOLDING, LLC

By:   
Name: Tim Riney  
Title: Vice President, Finance, of  
MP Assets Corporation, its Sole Member

**ASSIGNEE:**

**MP ASSETS CORPORATION**

By:   
Name: Tim Riney  
Title: Vice President, Finance

**SCHEDULE A**

**Trademarks**

Trademarks:

Trademark	Country	Serial # / Filing Date	Registration
CELLFORCE	USA		2532864
CELLFORCE	Italy		900858
CELLFORCE	U.K.		2240324
CELLFORCE	France		3046876
CELLFORCE	Germany		30054784
FLEX-SIL	South Africa		79/2989
FLEX-SIL	USA		1118794
FLEX-SIL	Italy		378,892
FLEX-SIL	U.K.		1115681
FLEX SIL	France		1,546,371
FLEX SIL	Germany		1003144
FLEX-SIL	Canada		TMA 252748
AMERACE	USA		876406
ACE-SIL	USA		317,229
ACE-SIL	U.K.		1585788
ACE-SIL	France		96610962
ACE-SIL	Germany		39606674
ACE-SIL <sup>1</sup>	Canada		UCA41202
MICROPOR-SIL	U.K.		1,560,730
MICROPOR SIL	France		94 518842
MICROPOR SIL	Germany		2087725
MICROPOR-SIL	Italy		697333
MICROPOR-SIL	Italy	113 2004 TO 1/16/04	
MICROPOR-SIL	Japan		3301349

<sup>1</sup> This trademark is not registered in the name of Microporous Products, L.P. It is registered in the name of Amerace Corporation.