

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																						
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																						
CONVEYING PARTY DATA																							
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CORRESPONDENCE DATA																							
<p>Fax Number: 2129499190  <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 2129499022        Email: JBSeyler@lawabel.com, Rdahl@lawabel.com        Correspondent Name: Abelman Frayne &amp; Schwab        Address Line 1: 666 Third Avenue        Address Line 4: New York, NEW YORK 10017</p>																							
ATTORNEY DOCKET NUMBER:	8004580																						
DOMESTIC REPRESENTATIVE																							
<p>Name: Abelman Frayne &amp; Schwab        Address Line 1: 666 Third Avenue</p>																							

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:

Julie B. Seyler

Signature:

/Julie B. Seyler/

Date:

05/15/2012

Total Attachments: 1

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TRADEMARKS SALE AGREEMENT

This agreement (the "Agreement") is made by and between Cooperativa Ceramica d'Imola S.c., with registered office in Italy, Imola (BO), V. Vittorio Veneto n. 13, acting by its legal representative Mr. Stefano Bolognesi (the "Buyer") and Cooperativa Ceramica d'Imola North America, INC. with its registered office in 1209 Orange Street in the City of Wilmington, County of New Castle and its business office in Dorai Florida 33172 - 8975 Northwest 25<sup>th</sup> Street acting by its President Mr. Thomas Smith (the "Seller") hereinafter individually referred to also as "Party" and jointly referred to also as "Parties"

WHEREAS

a) the Seller is the owner of all rights, title and interest in an to the following trademarks registered in the U.S. Trademark Registration Office:

1) "IMOLATILE", register number 2982284

2) "IMOLATILE" register number 4028546

hereinafter jointly referred to as the "Trademarks";

b) the Seller desires to sell and the Buyer wishes to acquire the Trademarks' property;

c) the Seller, subject to the terms and conditions set forth in this Agreement, is willing to sell the Trademarks to the Buyer

Now, therefore, in consideration of the above recitals, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows

Article 1

The Seller agrees to sell, assign, transfer and convey to the Buyer and the Buyer agrees to purchase and accept from the Seller all of the entire rights, title and interest (including but not limited to all registration rights, all goodwill and all other rights) in and to the Trademarks. The sale shall come into effect on the date of this Agreement.

Article 2

The purchase price for the Trademarks is the total amount of 2 (two) dollars, payable at the time of the entering into force of the signature of the Agreement.

Article 3

The Seller hereby represents and warrants that the Seller is the sole lawful owner of, has good and marketable title to the Trademarks free and clear of any and all liens and encumbrances, and that Seller has full legal right, power and authority to sell the Trademarks. The Seller also warrants that any third party claims to any right, title or use of the Trademarks.

Article 4

The Seller grants that it has duly and timely filled all returns for taxes required to be filed by the Trademarks' owner or for which itself may be held responsible under applicable law, and has paid all taxes due and payable in relation to the Trademarks.

Article 5

The Seller shall defend, indemnify and hold the Buyer, his officers, employees and advisors harmless from and against all claims, damages, losses, liabilities, costs and expenses arising out or resulting from any breach or representation made by the Seller, and any claims asserted by third parties against the Seller relating to actions or operations by the Seller in the running of the Trademarks and taken after transfer of the Trademarks.

Article 6

The Buyer shall be responsible for preparation of all documents required to perfect the transfer of the Trademarks and shall pay all costs incurred in connection therewith.

Article 7

If any of the provisions in this Agreement is declared void, this shall not affect the remaining content of this Agreement; the void stipulations shall be substituted by the law or by written valid provision that come closest to the spirit and purpose of this Agreement.

Article 8

Any waiver of any condition shall not be construed as a waiver of any other condition nor a waiver of a subsequent breach of the same condition. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any rights.

Article 9

Both Parties acknowledge and confirm that this Agreement is reasonable and was subject to a specific agreement. For any dispute or controversy which may arise from or in connection with this Agreement, the Parties hereto shall use the best efforts to settle the same amicably. In defect of any amicable settlement, all disputes arising out of, or in connection with, this Agreement shall be exclusively settled by the court of Bologna - separate division of Imola - under the law of Italy.

Imola (BO), 30<sup>th</sup> April 2012

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Cooperativa Ceramica d'Imola North America, Inc.

.....  
Cooperativa Ceramica d'Imola S.c.

TRADEMARK