

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|--------------------------------|---|----------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| AmStar Surface Technology Ltd. | | 06/02/2010 | LIMITED PARTNERSHIP: |
| RECEIVING PARTY DATA | | | |
| Name: | ALSTOM Power Inc. | | |
| Street Address: | 200 Great Pond Drive | | |
| City: | Windsor | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06095 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| 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 | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9548614522 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 860-285-9109 | | |
| Email: | USIPLAW@power.alstom.com | | |
| Correspondent Name: | ALSTOM Power Inc. | | |
| Address Line 1: | 200 Great Pond Drive, P.O. Box 500 | | |
| Address Line 4: | Windsor, CONNECTICUT 06095-0500 | | |
| ATTORNEY DOCKET NUMBER: | WTM0710 - THRU WTM0714 | | |

CH \$140.00 3566976

| | |
|---|----------------------|
| NAME OF SUBMITTER: | Robert D. Crawford |
| Signature: | /Robert D. Crawford/ |
| Date: | 08/01/2012 |
| Total Attachments: 7 source=AMSTAR_ASSIGNMENT_pdf#page1.tif source=AMSTAR_ASSIGNMENT_pdf#page2.tif source=AMSTAR_ASSIGNMENT_pdf#page3.tif source=AMSTAR_ASSIGNMENT_pdf#page4.tif source=AMSTAR_ASSIGNMENT_pdf#page5.tif source=AMSTAR_ASSIGNMENT_pdf#page6.tif source=AMSTAR_ASSIGNMENT_pdf#page7.tif | |

ASSIGNMENT

THIS ASSIGNMENT is made as of this 2nd 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

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.

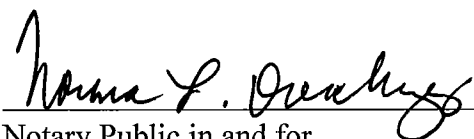
Date: June 2, 2010

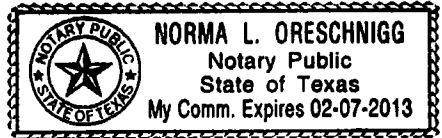
By: 
By: AmStar International G.P. Inc., General Partner
Name: Dr. Michael W. Seitz
Title: President

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.

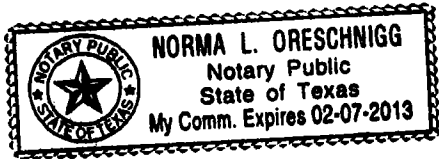
Date: June 2, 2010

By: W.F. Schoelwer
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.



Norma L. Oreschnigg
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 1st 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 1st 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 1st 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 1st 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 1st 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 1st 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 1st 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 1st 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.