

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
Besser GmbH		01/05/2011	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	Besser Company		
Street Address:	801 Johnson Street		
City:	Alpena		
State/Country:	MICHIGAN		
Postal Code:	49707		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2833920	OMAG	
CORRESPONDENCE DATA			
Fax Number:	2486894071		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	248-689-3500		
Email:	jones@reising.com		
Correspondent Name:	Eric T. Jones		
Address Line 1:	Reising Ethington P.C.		
Address Line 2:	P.O. Box 4390		
Address Line 4:	Troy, MICHIGAN 48099-4390		
ATTORNEY DOCKET NUMBER:	5173.3082.001		
NAME OF SUBMITTER:	Eric T. Jones		
Signature:	/eric t. jones/		

CH \$40.00 2833920

Date:

11/26/2012

Total Attachments: 8

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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):

Besser GmbH

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Germany
 Other _____

Citizenship (see guidelines) German

Additional names of conveying parties attached? Yes No

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

Execution Date(s) January 5, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Besser Company

Street Address: 801 Johnson Street

City: Alpena

State: Michigan

Country: USA Zip: 49707

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship US
 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) Text

76/488,668

B. Trademark Registration No.(s)

2,833,920

Additional sheet(s) attached? Yes No

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

The mark consists of the letters "OMAG" in the color red surrounded by a blue outline. Color is claimed as a feature of the mark.

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

Name: Eric T. Jones

Internal Address: Reising Ethington P.C.

Street Address: P.O. Box 4390

City: Troy

State: MI Zip: 48099-4390

Phone Number: 248-689-3500

Docket Number: 5173.3082.001

Email Address: jones@reising.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 50-0852

Authorized User Name Eric T. Jones

9. Signature:



Signature

Eric T. Jones

Name of Person Signing

26 Nov. 2012

Date

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

8

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

TRADEMARK
REEL: 004906 FRAME: 0452

PURCHASE AND ASSIGNMENT AGREEMENT

(the "Agreement")

by and between

1. **Besser GmbH i.L.**, with business address at Westfalenstraße 2, 26723 Emden, Germany

- hereinafter the "Assignor" -

and

2. **Besser Company**, with business address at 801 Johnson Street, Alpena Michigan 49707, USA

- hereinafter the "Assignee" -

Preamble

The Assignor is a German subsidiary company of the Assignee. The Assignor is currently in liquidation. Therefore, the Assignee intends to purchase any and all IP rights held by the Assignor from the Assignor by waiving debt.

To ensure the fact that the IP rights are acquired by the Assignee at an at arm's length value, the Assignee has instructed its auditors Grant Thornton to value the IP rights. Such valuation reports are attached hereto as **Annex P 1**.

In addition, Grant Thornton has confirmed that the debt waived by the Assignee matches the value of the transferred IP rights. Such valuation reports are attached hereto as **Annex P 2**.

That being said, the parties agree as follows:

§ 1 Purchase and Assignment

- (1) Assignor herewith sells to Assignee and Assignor purchases from Assignee immediately any and all intangible assets (*immaterielle Vermögensgegenstände*) including any concessions, intellectual property rights (*gewerbliche Schutzrechte*) and similar rights and assets as well as licenses in such rights, in particular within the meaning of Section 266 para 2 lit. A I of the German Commercial Code (collectively referred to as "**Intangible Assets**").

The Intangible Assets shall include all of Assignor's patents (*Patente*), trademarks (*Marken*), trade names (*geschäftliche Bezeichnungen*), geographical indications of origin (*geographische Herkunftsangaben*), internet domain names, utility models (*Gebrauchsmuster*), designs (*Geschmacksmuster*), semiconductor topography rights (*Halbleiterschutzrechte*), plant variety protective rights (*Sortenschutzrechte*), copyrights (*Urheberrechte*) (including in software and databases whether created or acquired by the Seller), exploitation rights in copyrights (*Nutzungsrechte an Urheberrechten*), ancillary copyrights (*verwandte Leistungsschutzrechte*), exploitation rights in ancillary copyrights (*Nutzungsrechte an verwandten Leistungsschutzrechten*), Assignor's rights of use in third party owned intellectual property rights (*Lizenzen*) and rights or forms of protection having a similar effect (altogether referred to as "**Intellectual Property Rights**"), whether such rights are registered or unregistered as well as applications for such rights and user rights in respect of such rights, holder of which is the Assignor regardless of whether or not such rights are or can be included in the balance sheet of the financial statements of the Assignor including, in particular but without limitation, those as listed in **Annex 1.1** (collectively referred to as "**Assignor's Intellectual Property Rights**").



The Intangible Assets shall also include any and all of Assignor's know-how including all rights in inventions, all rights in respect of technical and commercial knowledge, business secrets, manufacturing processes, other processes, formulae and all other intangible assets not comprised within the Assignor's Intellectual Property Rights together with all representations of such rights including any and all written and unwritten information, drawings, documents, manuals, notes, photographs, computer software, test arrangements, test descriptions, test minutes and results and electronic data devices owned by the Assignor and pertaining to the Assignor's business including, in particular but without limitation, the rights to the know-how described in **Annex 1.2** (collectively referred to as "**Assignor's Know-How**").

- (2) The Assignor hereby assigns all the Intangible Assets, including Assignor's Intellectual Property Rights and Assignor's Know-How to the Assignee and the Assignee accepts the assignment thereof.

- (3) To the extent, certain Intangible Assets cannot be assigned by law, Assignor hereby grants to the this accepting Assignee by way of precaution an exclusive, irrevocable, unconditional, unrestricted with regard to its extent as well as its territorial scope, and transferrable license to use any Intangible Assets which cannot be assigned by law. Exclusivity within the meaning of this Agreement means that the Assignor shall not grant the right to use the licensed Intangible Assets to anyone other than the Assignee and shall not use the licensed Intangible Assets itself.

With respect to copyrighted works, such license will cover the right of reproduction, the distribution right, the right of exhibition, the right of recitation, performance and presentation, the right of broadcasting, the right of communication by video and audio recordings, the right of communications of broadcast and the right to conduct adaptations and transformations.

- (4) The Assignor hereby waives for any of the works assigned hereunder and grants that all other authors of any of the works assigned hereunder have waived the right to prohibit any distortion of the work (*Entstellung*) as well as the right to be named as an author.
- (5) As far as any rights of use in third party owned intellectual property rights (*Lizenzen*), exploitation rights in copyrights (*Nutzungsrechte an Urheberrechten*) or exploitation rights in ancillary copyrights (*Nutzungsrechte an verwandten Leistungsschutzrechten*), Assignor shall, without undue delay following the date hereof, as far as required, endeavor to obtain the consents or approvals for the sale and the transfer of the rights as part of Assignor's Intellectual Property Rights.
- (6) Assignor hereby agrees and undertakes to immediately take any and all further action and to make any and all further statements which might be necessary and/or appropriate to effect the transfer of title to the Intangible Assets after the date hereof.

§ 2 Recordal of Transfer of the Intangible Assets in Registers

- (1) In general, after the signing hereof, the Assignor and the Assignee shall take all necessary means, steps and measures at the cost and expense of the Assignee to ensure that the Assignee is registered in all applicable registers with regard to the Intangible Assets.
- (2) In particular, the Assignor shall, without any undue delay, immediately deliver to the Assignee after execution of this agreement original copies of all documents in its possession which concern the registered trademarks, including but not limited to, the

written correspondence with the respective trademark offices, including the trademark applications therefore, correspondence with other trademark owners and applicable third parties concerning the validity of the trademarks as well as their registration certificates. Insofar as such documents are held by any third party, including patent attorneys or lawyers, the Assignor hereby transfers and assigns its claims for delivery of such documents to the Assignee.

The Assignor shall, upon request of the Assignee, execute recordal application forms to be filed with the respective trademark offices.

§ 3 Consideration

- (1) The Assignee granted various inter-company loans to the Assignor in the aggregate and currently outstanding amount of EUR [●] (the "**Inter-Company Debt**").
- (2) Herewith, in consideration for the Intangible Assets purchased, assigned and transferred to the Assignee, the Assignor waives an amount of EUR [●] of its repayment claim under the Inter-Company Debt with immediate debt releasing effect.

§ 4 Miscellaneous

- (1) This Agreement and any rights or obligations hereunder may not be assigned or transferred, in whole or in part, without prior written consent of the other party unless explicitly otherwise provided for under this Agreement.
- (2) This Agreement including all Annexes hereto constitutes the entire Agreement between the Parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements. All Annexes to this Agreement shall form an integral part of this Agreement.
- (3) This Agreement including without limitation this clause itself may not be amended except by an instrument in writing specifically referring to this Agreement.
- (4) This Agreement and its execution as well as any disputes in relation therewith are governed exclusively by German law with the exception of its stipulations on International conflict law.

Exclusive jurisdiction and venue for any disputes or controversies arising out of or in connection with this Agreement, its validity, its implementation and/or its performance shall be with the competent courts of Emden.

- (5) In the event that any provision in this Agreement shall, for any reason, in whole or in part, become or be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of any other provision of this Agreement. Such invalid or unenforceable provision shall be amended and replaced by such a provision as to form, substance, time, measure and jurisdiction as shall be valid and enforceable and as shall accomplish, as far as possible, the purpose and intent of the Parties with respect to the invalid or unenforceable provision. The same shall apply with regard to any situation not contemplated under or covered by this Agreement.
- (6) This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in this Agreement, the German translation of such word or phrase shall prevail. If there is no German word in brackets, such word will be construed as the closest German translation would be under German law.

5 January 2011

Ken Curtis

For **Besser GmbH**:
Kevin Curtis

5 January 2011

Ken Curtis

For **Besser Company**:
Kevin Curtis

Annex 1.1

**Besser Company
Registered Trademarks**

Trademark	Registration Number	Country	Besser Location	Application Number	Filing Date	Registration Date	Next Renewal	Attorney	Docket Number
COMMON BRAND EU, OMAG	1656164	EUROPEAN UNION	Emden			15-May-2000	15-May-2020		
OMAG	30251937	GERMANY	Emden			25-Oct-2002	31-Oct-2012		
OMAG	44506(7)	UNITED ARAB EMIRATES	Emden			5-Jan-2004	5-Jan-2014		
OMAG	44507(42)	UNITED ARAB EMIRATES	Emden			5-Jan-2004	5-Jan-2014		
OMAG	80455(7)	SAUDI ARABIA	Emden			23-Dec-2002	23-Dec-2012		
OMAG	80456(42)	SAUDI ARABIA	Emden			23-Sep-2003	23-Sep-2013		
OMAG and DESIGN	76/488688	USA	Emden			27-Jan-2004	27-Jan-2014		
OMAG INTERNATIONAL BRAND	801275	SWITZERLAND	Emden			31-Mar-2003	31-Mar-2013		
OMAG INTERNATIONAL BRAND	801275	CHINA	Emden			31-Mar-2003	31-Mar-2013		
OMAG INTERNATIONAL BRAND	801275	NORWAY	Emden			31-Mar-2003	31-Mar-2013		
OMAG INTERNATIONAL BRAND	801275	POLAND	Emden			31-Mar-2003	31-Mar-2013		
OMAG INTERNATIONAL BRAND	801275	TURKEY	Emden			31-Mar-2003	31-Mar-2013		
KE KRAFTENERGY	76682613	USA	Emden			3-Jun-2008			