

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
NV Bekaert SA		07/05/2012	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Flare Industries, LLC		
Doing Business As:	Flare Industries, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2614384	CEB	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	650-739-3947		
Email:	nglynn@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017-6702		
ATTORNEY DOCKET NUMBER:	493182-600001		
NAME OF SUBMITTER:	Roger C. Rich		
Signature:	/Roger C. Rich/		

CH \$40.00 2614384

Date:

02/01/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is executed and delivered as of July 05, 2012, by and between Flare Industries, LLC, a Delaware limited liability company with a registered office at 1209 Orange Street, Wilmington, Delaware, 19801 and located at 16310 Bratton Lane Bldg 3, #350, Austin, Texas 78728 ("Assignee"), and NV Bekaert SA, a limited liability company (*naamloze vennootschap*) organized under the laws of Belgium and located at 8550 Zwevegem, Bekaertstraat 2, Belgium ("Assignor").

WHEREAS, Assignor is the record owner of all right, title and interest in and to the trademark set forth on Schedule A attached hereto, and all corresponding trademark applications and registrations thereof and common law rights thereto (hereinafter the "Trademark"), together with the goodwill of the business connected with and symbolized by the Trademark.

WHEREAS, Assignee is desirous of obtaining the entire right, title and interest in and to the Trademark and the goodwill associated therewith, free and clear of any liens or indebtedness.

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

Section 1. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all right, title and interest of Assignor in, to and under the Trademark, together with the goodwill of the business of Assignor in connection with which the Trademark are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors or assigns, and any other rights, privileges, claims and causes of action relating or pertaining to the Trademark, free and clear of any liens or indebtedness.

Section 2. Further Actions. Assignor shall, without further consideration, execute and deliver such documents and take such other actions as may reasonably be requested by Assignee in order to give effect to the assignment reflected herein. Such additional documents shall be effective as of the date hereof, if applicable, and may include, without limitation, additional assignment documents required by the United States Patent and Trademark Office and any other jurisdictions; agreed amendments to Schedule A to correct any inaccuracies or misstatements therein; any other documents necessary to further clarify or confirm the assignment and conveyance of the Trademark; and any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademark; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the

Trademark, including without limitation, testifying as to any facts relating to the Trademark and this Assignment; and (c) obtaining any additional trademark protection for the Trademark that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries, in each case at Assignee's cost and expense.


Section 3. Binding Effect; Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective heirs, successors and permitted assigns. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties hereto and their successors and assigns permitted by this Section 3 any right, remedy or claim under or by reason of this Assignment.


[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers or managers, as of the date first written above.

ASSIGNOR:

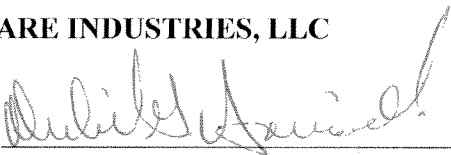
NV BEKAERT SA

By: 
Name: Henri-Jean Velge
Title: Group Executive Vice President

By: 
Name: Bruno Humblet
Title: Group Executive Vice President

ASSIGNEE:

FLARE INDUSTRIES, LLC

By: 
Name: MICHAEL G. HAINSWORTH
Title: PRESIDENT & CEO

SCHEDULE A

Trademark

TRADEMARK	Filing Date	Reg. Number	Reg. Date	Country	Owner/Assignee
CEB	12/21/2000	2614384	9/3/2002	US	NV/Bekaert SA