

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																											
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CORRESPONDENCE DATA																											
<p>Fax Number: 71362348</p> <p><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: 713-623-4844</p> <p>Email: psdocketing@pattersonsheridan.com, mdiodato@pattersonsheridan.com</p> <p>Correspondent Name: Patterson & Sheridan, LLP</p> <p>Address Line 1: 3040 Post Oak Boulevard</p> <p>Address Line 2: Suite 1500</p> <p>Address Line 4: Houston, TEXAS 77056</p>																											
ATTORNEY DOCKET NUMBER:	HUDC/T003US																										
DOMESTIC REPRESENTATIVE																											

OP \$40.00 3318236

Name: Patterson & Sheridan, LLP
Address Line 1: 3040 Post Oak Boulevard
Address Line 2: Suite 1500
Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	William B. Patterson
Signature:	/William B. Patterson/
Date:	02/28/2013

Total Attachments: 2
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is made and effective as of January 1, 2012 by and between Cofimco Sulamericana Ltda., a limited liability company organized under the laws of Brazil ("Assignor") and Cofimco S.r.l., a company organized under the laws of Italy (the "Company").

WHEREAS, Assignor is a limited liability company organized under the laws of Brazil which has only two members, those being the Company (representing 99.999% of the ownership interests of Assignor) and Cofimco USA, Inc., a corporation organized and existing under the laws of the State of Virginia, USA ("Cofimco USA") (representing 0.001% of the ownership interests of Assignor); and

WHEREAS, the Company and Cofimco USA are each owned indirectly and under the common control of Hudson Products Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, USA ("Holdings"); and

WHEREAS, in preparation for the dissolution of Assignor to occur on or about September 4, 2012, each of the Company and Cofimco USA (collectively, the "Owners") and Holdings desire that all of the intellectual property rights of Assignor be transferred to the Company effective as of the date first written above; and

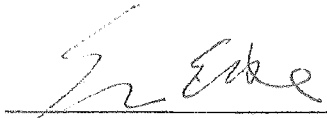
WHEREAS, the Owners desire to effect such action on behalf of Assignor as the sole and exclusive members and owners of 100% of the equity interests of Assignor and with the acknowledgement and agreement of Holdings;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, the Owners agree as follows:


1. As of the date first written above, the Assignor hereby sells, grants, conveys and assigns to the Company all of the Assignors' rights, titles, interests and goodwill relating to any copyright, trademark (including without limitation those listed in Exhibit A attached hereto), trade secret, trade name, service mark, service name, patent, and all other intellectual property of any type or nature, including without limitation any pending application with respect to the foregoing in any jurisdiction worldwide. The foregoing assignment of rights by the Assignors to the Company is all inclusive and is without reservation of any right, title, interest or use, whether now existing or subsequently arising.
2. This Assignment is binding upon and shall inure to the benefit of the Company, its successors and assigns and the Assignors and their successors and assigns.

3. The laws of the State of Delaware (other than those pertaining to conflicts of law) shall govern all aspects of this Assignment, irrespective of the fact that one or more of the parties are entities organized and existing under the laws of other and different jurisdiction.

COFIMCO S.R.L.



By: Ettore Giorgi
Its: President & Chief Executive Officer

COFIMCO USA, INC.


By: Grady Walker
Its: President

Acknowledge and Agreed:

HUDSON PRODUCTS HOLDINGS, INC.


By: Grady Walker
Its: President & Chief Executive Officer