

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
Smart Holograms Limited		02/20/2013	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Cyantek Corporation		
Street Address:	3055 Osgood Court		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94539		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3306579	NANOSTRIP	
CORRESPONDENCE DATA			
Fax Number:	7132388008		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7132388000		
Email:	tmhou@conleyrose.com		
Correspondent Name:	Jonathan M. Harris		
Address Line 1:	P.O. Box 3267		
Address Line 4:	Houston, TEXAS 77253-3267		
ATTORNEY DOCKET NUMBER:	2731-01800		
NAME OF SUBMITTER:	Jonathan M. Harris		
Signature:	/Jonathan M. Harris/		
Date:	10/04/2013		

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Total Attachments: 16

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TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement ("Agreement") is made as of the ^{13th} day of February, 2013 ("EFFECTIVE DATE"), by and between Cyantek Corporation, a Delaware corporation having a place of business at 3055 Osgood Court, Fremont, California 94539 ("Buyer"), and Smart Holograms Limited, a UK company having a place of business at 291 Cambridge Science Park, Milton Road, Cambridge CB4 0WF, United Kingdom ("Seller"), (collectively the "Parties.")

RECITALS:

WHEREAS, Buyer is the owner of U.S. Registration No. 3,949,164 for the mark NANO-STRIP in International Class 001 for use with chemical compositions for removal of photoresist and post etch residues in the manufacture of semiconductors, integrated circuits and related products.

WHEREAS, Seller is the owner of U.S. Registration No. 3,306,579 for the mark NANOSTRIP in International Classes 001, 005, 009 and 010. Seller's U.S. Registration issued on October 9, 2007, on the basis of Section 44(e) of the U.S. Trademark Act. Seller is also the owner of various other international trademark registrations for the mark NANOSTRIP, identified in Appendix A.

WHEREAS, the Parties previously executed a Co-Existence Agreement in November 2009 allowing Buyer's NANO-STRIP mark to register on the Principal Register of the United States Trademark Office, even though Buyer has had longstanding use in the US marketplace.

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Trademark Registrations set forth in Appendix A (the "SH Nanostrip Trademarks") on the terms and conditions set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals and the mutual agreements stated in this Agreement, and for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. SALE OF TRADEMARKS.

1.1. PURCHASE AND SALE OF TRADEMARKS. Subject to the terms and conditions set forth in this Agreement, Seller sells and transfers to Buyer or its designee, and Buyer purchases from Seller, all of Seller's right, title, and in and to the SH Nanostrip Trademarks, together with the goodwill of the business symbolized by the SH Nanostrip Trademarks.

1.2. TRANSFER OF TRADEMARKS. Seller agrees to effect the transfer referenced in Section 1.1 above by executing the Trademark Assignment set forth in Appendix B concurrent with this Agreement. Seller further agrees that not later than ten (10) business days after payment is made by Buyer as outlined under Section 2 – Purchase Price, Seller will instruct its attorneys to

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transfer all physical and electronic files for the SH Nanostrip Trademarks to Buyer. Additionally, Seller shall cooperate with Buyer in recording this ownership transfer and/or execute any additional documentation as may be required to evidence the same.

SECTION 2. PURCHASE PRICE. Buyer shall purchase the SH Nanostrip Trademarks from Seller for a purchase price of eleven thousand pounds (£11,000) (the "Purchase Price") payable to Seller within ten (10) days of the EFFECTIVE DATE of this Agreement in a form of payment which is mutually agreeable between the parties.

SECTION 3. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants to Buyer, as of the date of this Agreement and as of the closing, as follows:

3.1 **TITLE.** Seller has good and marketable title to the SH Nanostrip Trademarks, free and clear of any and all liens, claims, security interests or other encumbrances of any kind or nature whatsoever, and there are no executions or seizures of the SH Nanostrip Trademarks imminent by any taxing authorities or other creditors.

3.2 **CONSENTS.** No consent, approval, authorization or order of, or registration, qualification or filing with, any court, regulatory authority or other governmental body is required for the execution, delivery and performance by Seller of this Agreement, or the execution, delivery and performance by Seller and the other instruments, agreements and documents required or contemplated hereby or thereby. No consent of any person is required for the execution, delivery and performance by Seller of this Agreement and such other instruments, agreements and documents or the consummation of the transactions contemplated hereby and thereby.

3.3 **LEGAL PROCEEDINGS.** To the best of Seller's knowledge, there is no judgment or order outstanding, or any actual or threatened action, suit, complaint, proceeding, or investigation by or before any governmental authority or any arbitration proceeding involving any of SH Nanostrip Trademarks.

3.4 **NO INFRINGEMENT.** Seller has not received any notice or threat of alleged infringement, violation or misappropriation on the rights of a third party by the SH Nanostrip Trademarks, and is unaware of any actual or suspected violation of the SH Nanostrip Trademarks rights by any third party.

SECTION 4. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer hereby represents and warrants to Seller, as of the date of this Agreement and as of the Closing, as follows:

4.1 **AUTHORITY AND BINDING EFFECT.**

(a) Buyer has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement.

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Buyer, and does not and will not (i) contravene the Articles or Certificate of Incorporation, Bylaws, Code of Regulations or other

transfer all physical and electronic files for the SH Nanostrip Trademarks to Buyer. Additionally, Seller shall cooperate with Buyer in recording this ownership transfer and/or execute any additional documentation as may be required to evidence the same.

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3.2 **CONSENTS.** No consent, approval, authorization or order of, or registration, qualification or filing with, any court, regulatory authority or other governmental body is required for the execution, delivery and performance by Seller of this Agreement, or the execution, delivery and performance by Seller and the other instruments, agreements and documents required or contemplated hereby or thereby. No consent of any person is required for the execution, delivery and performance by Seller of this Agreement and such other instruments, agreements and documents or the consummation of the transactions contemplated hereby and thereby.

3.3 **LEGAL PROCEEDINGS.** To the best of Seller's knowledge, there is no judgment or order outstanding, or any actual or threatened action, suit, complaint, proceeding, or investigation by or before any governmental authority or any arbitration proceeding involving any of SH Nanostrip Trademarks.

3.4 **NO INFRINGEMENT.** Seller has not received any notice or threat of alleged infringement, violation or misappropriation on the rights of a third party by the SH Nanostrip Trademarks, and is unaware of any actual or suspected violation of the SH Nanostrip Trademarks rights by any third party.

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(a) Buyer has all requisite power and authority to execute and deliver, to perform its obligations under, and to consummate the transactions contemplated by, this Agreement.

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similar corporate governance documents of Buyer; or (ii) result in any violation of any law, rule or regulation applicable to Buyer.

(c) Buyer is not a party to, subject to or bound by any judgment, injunction or decree of any court or governmental authority which may restrict or interfere with the performance of this Agreement or such other instruments, agreements and documents as are to be executed by Buyer in connection herewith on or prior to the date of this Agreement.

(d) This Agreement and the instruments, agreements and documents executed and delivered in connection herewith are valid and binding obligations of Buyer enforceable in accordance with their terms.

4.2 CONSENTS. No consent, approval, authorization or order of, or registration, qualification or filing with, any court, regulatory authority or other governmental body is required for the execution, delivery and performance by Buyer of this Agreement, or the execution, delivery and performance by Buyer and the other instruments, agreements and documents required or contemplated hereby or thereby. No consent of any person is required for the execution, delivery and performance by Buyer of this Agreement and such other instruments, agreements and documents or the consummation of the transactions contemplated hereby and thereby.

4.3 TRANSFER TAXES: Buyer will be responsible for the payment of any state or local sales, use, transfer, excise, documentary, license or other taxes or fees or any other charge (including filing fees) imposed by any governmental authority with respect to the transfer of SH Nanostrip Trademarks pursuant to this Agreement.

SECTION 5. NON-EXCLUSIVE LICENSE. For one (1) year following the EFFECTIVE DATE of this Agreement, Buyer grants to Seller a one-year, paid-up, non-exclusive license for Seller to use the SH Nanostrip Trademarks. The purpose of the non-exclusive license is to allow Seller to exhaust all marketing materials and retail product bearing the SH Nanostrip Trademarks. For the period of this non-exclusive license, Seller shall maintain its current high standard of quality as it phases out its use of the SH Nanostrip Trademarks. Following the termination of the one (1) year term, Seller will cease all use of the SH Nanostrip Trademarks in any form, including its use on marketing materials or retail product, and will work diligently, promptly and at its own cost to make best efforts to eliminate uses of the SH Nanostrip Trademarks attributable to Seller, as Seller is made aware of the same.

SECTION 6. PRESS RELEASE/CONFIDENTIALITY. Buyer and Seller shall agree on a press release or public announcement (if any) regarding the sale of the SH Nanostrip Trademarks by Seller to Buyer. Absent such explicit written agreement by both parties, the terms of this Agreement shall be confidential, and shall be held confidential by all parties with the same degree of care as they would hold their own confidential information, except to the extent that certain information is otherwise publicly available.

similar corporate governance documents of Buyer; or (ii) result in any violation of any law, rule or regulation applicable to Buyer.

(c) Buyer is not a party to, subject to or bound by any judgment, injunction or decree of any court or governmental authority which may restrict or interfere with the performance of this Agreement or such other instruments, agreements and documents as are to be executed by Buyer in connection herewith on or prior to the date of this Agreement.

(d) This Agreement and the instruments, agreements and documents executed and delivered in connection herewith are valid and binding obligations of Buyer enforceable in accordance with their terms.

4.2 CONSENTS. No consent, approval, authorization or order of, or registration, qualification or filing with, any court, regulatory authority or other governmental body is required for the execution, delivery and performance by Buyer of this Agreement, or the execution, delivery and performance by Buyer and the other instruments, agreements and documents required or contemplated hereby or thereby. No consent of any person is required for the execution, delivery and performance by Buyer of this Agreement and such other instruments, agreements and documents or the consummation of the transactions contemplated hereby and thereby.

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SECTION 7. CHOICE OF LAW; VENUE.

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

7.2 Any litigation arising out of or related to this Agreement, or any breach hereof, shall be instituted exclusively in a court of competent jurisdiction in Delaware.

SECTION 8. THIRD PARTY RIGHTS.

8.1 There are no third party beneficiaries to this Agreement, and a person who is not a party to this Agreement shall not be afforded any rights under this Agreement.

SECTION 9. MISCELLANEOUS.

9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which when taken together shall constitute one and the same instrument. A facsimile or electronic mail (PDF) copy of the original shall be deemed as effective as the original, until such time as the original can be provided

9.2 Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the parties.

9.3 Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the Person intended to be benefited by such provision or any other provisions of this Agreement.

9.4 Delivery. This Agreement may be delivered to each of the other parties by fax or electronic mail (PDF); provided, however, that each party agrees to send to each other party a signed original copy of the Agreement and each party further agrees that if any party fails to deliver signed original copies, the fax or PDF copy will be enforceable as if it were the signed original.

9.5 Effectiveness. This Agreement shall not be effective against any of the parties hereto unless and until each of the parties executes and delivers the Agreement to each of the other parties.

9.6 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

SECTION 7. CHOICE OF LAW; VENUE.

7.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

7.2 Any litigation arising out of or related to this Agreement, or any breach hereof, shall be instituted exclusively in a court of competent jurisdiction in Delaware.

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SECTION 10. NOTICE. Any notices permitted or required under this Agreement to any party named herein shall be in writing and sent by post or courier, postage prepaid, to the parties, at their respective addresses above or at such other address as such party shall, from time to time, designate in writing.

IN WITNESS WHEREOF, Buyer and Seller have executed this Trademark Purchase Agreement as of the EFFECTIVE DATE appearing above.

For Smart Holograms, Ltd. (Seller):

For Cyantek Corp. (Buyer):

By:


By: GARY GROSSKLAUS

Its:

Its: MANAGING DIRECTOR

Date:

Date: FEB. 20, 2013

SECTION 10. NOTICE. Any notices permitted or required under this Agreement to any party named herein shall be in writing and sent by post or courier, postage prepaid, to the parties, at their respective addresses above or at such other address as such party shall, from time to time, designate in writing.

IN WITNESS WHEREOF, Buyer and Seller have executed this Trademark Purchase Agreement as of the EFFECTIVE DATE appearing above.

For Smart Holograms, Ltd. (Seller):



By: Stephen Williams

Its: Director

Date: 13 February, 2013

For Cyantek Corp. (Buyer):

By:

Its:

Date:

Appendix A

Identification of SH Nanostrip Trademarks

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date.</u>	<u>Local Classes</u>
Australia (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	1172076	10 Oct 2006	01,05,09,10
China (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	917914	10 Oct 2006	01,05,09,10
European Community	Smart Holograms Limited	NANOSTRIP	004553186	20 Jul 2005	01,05,09,10
Japan (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	917914	10 Oct 2006	01,05,09,10
Republic of Korea (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	917914	10 Oct 2006	01,05,09,10
Russian Federation (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	917914	10 Oct 2006	01,05,09,10
Taiwan	Smart Holograms Limited	NANOSTRIP	1306887	01 Apr 2008	01,05,09,10
United States of America	Smart Holograms Limited	NANOSTRIP	3306579	09 Oct 2007	01,05,09,10

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Appendix A

Identification of SH NanoStrip Trademarks

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date.</u>	<u>Local Classes</u>
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China (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	917914	10 Oct 2006	01,05,09,10
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United States of America	Smart Holograms Limited	NANOSTRIP	3306579	09 Oct 2007	01,05,09,10

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Appendix B

Trademark Assignment

WHEREAS, Smart Holograms Limited, a UK company having a place of business at 291 Cambridge Science Park, Milton Road, Cambridge CB4 0WF, United Kingdom ("Assignor"), has adopted, owns and is using the following trademarks for which Assignor has obtained the following Registrations (hereinafter the "Marks"):

<u>Country</u>	<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date.</u>	<u>Local Classes</u>
Australia (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	1172076	10 Oct 2006	01,05,09,10
China (Madrid Protocol)	Smart Holograms Limited	NANOSTRIP	917914	10 Oct 2006	01,05,09,10
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Taiwan	Smart Holograms Limited	NANOSTRIP	1306887	01 Apr 2008	01,05,09,10
United States of America	Smart Holograms Limited	NANOSTRIP	3306579	09 Oct 2007	01,05,09,10

and

WHEREAS, Cyantek Corporation, a Delaware corporation having a place of business at 3055 Osgood Court, Fremont, California 94539 ("Assignee"), desires to acquire the Marks and the above-referenced Registrations therefor;

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by each of the Marks, and the Registrations therefor.

NOW, THEREFORE, Cyantek Corporation hereby accepts title to said Marks and the Registrations therefor, along with the goodwill associated therewith.

IN WITNESS WHEREOF, I have hereunto set hand and seal on the date subscribed.

For Smart Holograms, Ltd.

For Cyantek Corp.

By:

By: *GARY GROSSKLAUS*

Its:

Its: *MANAGING DIRECTOR*

Date:

Date: *FEB. 20, 2013*

WITNESSED BY:

Name:

Name: *DALE DEER*

Occupation:

Occupation: *Sales & Marketing Manager*

Address:

Address: *3055 Dsgood Ct
Fremont, CA 94539*

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by each of the Marks, and the Registrations therefor.

NOW, THEREFORE, Cyantek Corporation hereby accepts title to said Marks and the Registrations therefor, along with the goodwill associated therewith.

IN WITNESS WHEREOF, I have hereunto set hand and seal on the date subscribed.

For Smart Holograms, Ltd.

For Cyantek Corp.



By: Stephen Williams

By:

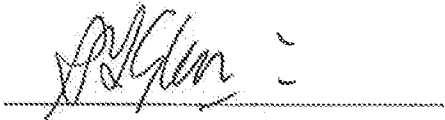
Its: Director

Its:

Date: 13-February, 2013

Date:

WITNESSED BY:



Name: ROBERT M. GLEN

Name:

Occupation: CONSULTANT.

Occupation:

Address: 1 PARK RD
COLCHESTER
ESSEX
CO3 3UL
U.K.

Address: