

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301338

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pelicas Corporation		04/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Green Turtle Americas Ltd.		
Street Address:	2709 Water Ridge Parkway		
Internal Address:	Suite 410		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4207949	PELICAS	
CORRESPONDENCE DATA			
Fax Number:	2027767801		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027767800		
Email:	sdennis@duanemorris.com		
Correspondent Name:	Duane Morris LLP		
Address Line 1:	505 9th Street, N.W.		
Address Line 2:	Suite 1000		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	T0565-00014		
NAME OF SUBMITTER:	Patrick D. McPherson		
SIGNATURE:	/Patrick D. McPherson/		
DATE SIGNED:	04/14/2014		
Total Attachments: 5			
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TRADEMARK			

CH \$40.00 4207949

**INTELLECTUAL PROPERTY RIGHTS
ASSIGNMENT AGREEMENT
(the "Agreement")**

This Intellectual Property Rights Assignment Agreement (this "Agreement") is dated this 14th day of April, 2014 between Pelicas Corporation (successor by change of name to Monteco Corporation), a corporation incorporated under the laws of the state of Delaware with an address of 2 St. Clair Ave. W., Toronto, Ontario (the "Assignor"), and Green Turtle Americas Ltd., a corporation incorporated under the laws of North Carolina with an address of Five Lake Pointe Plaza, Suite 410 2709 Water Ridge Parkway, Charlotte, North Carolina 28217 (the "Assignee"),

AND WHEREAS the Assignor wishes to assign all rights, title and interest in and to the Assignor's, anywhere and under any law: (i) trademarks, service marks, and trade dress, and all applications and registrations and any common law rights currently owned by the Assignor therein, including without limitation the marks listed in Schedule A hereto, and all rights and goodwill associated therewith, (ii) patents and patent applications (including design or utility), and inventions, invention disclosures, and trade secrets, associated with 'trap for removing material from a fluid stream', the Retroceptor, Microceptor, Proceptor, PHIX Acid branded goods, and used in or necessary to conduct the businesses of Filamat Composites Inc., Green Turtle Americas, Ltd., and Green Turtle Technologies Ltd., (iii) copyrightable work, whether registered or not, trade secrets and any other intellectual and industrial property rights in or to any of the foregoing (collectively, the "Intellectual Property") and to effectuate the transfer of the Intellectual Property from the Assignor to the Assignee;

NOW THEREFORE, for \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Assignor will and hereby does irrevocably and unconditionally convey, transfer and assign to the Assignee all rights, title, interest in and to the Intellectual Property, together with all common law rights, all the goodwill associated with the Intellectual Property and goodwill of Assignor's business in connection with which the Intellectual Property has been used, any registrations and applications for the Intellectual Property, and all claims, if any, which may have arisen thereunder prior to the date of this Agreement, and the right to recover for damages and profits and all other remedies for past, present and future infringements of the Intellectual Property.
2. Immediately upon execution of this Agreement, the Assignor shall transfer or shall cause to transfer to Assignee or its legal representatives all original files and documents in the possession of the Assignor relating to the Intellectual Property, including the authorization codes, all application/registration files and documents, certificates of registration, search reports, file histories, technical data, research and development information, and the like.
3. The Assignor shall execute any other documents that may be necessary for recordal with the appropriate authorities to reflect Assignee's ownership of the Intellectual Property assigned under this Agreement. Without limitation, the Assignor shall execute the U.S. Trademark Assignment attached as Schedule B.
4. The Assignor and its successors and assigns shall, upon reasonable notice, and at Assignee's expense, provide to Assignee, its successors, assigns or legal representative, further documents and

information which may from time to time be reasonably be required by Assignee in connection with the renewal of any Intellectual Property or any other matters relating to the protection, enforcement and registration of the Intellectual Property assigned under this Agreement.

5. The Assignor represents that the Intellectual Property is in good standing and not subject to or the subject of any actual or threatened third party challenges, including, without limitation, any litigation or any other form of legal or contentious proceedings. The Assignor also represents that the Intellectual Property is not subject to any security obligations, liens, mortgages, encumbrances or charges and that the Intellectual Property is not licensed to any other party.

6. The Assignor agrees not to challenge or support third party challenges against the Assignee with respect to the Intellectual Property assigned to the Assignee under this Agreement on any basis whatsoever.


7. This Agreement binds the parties hereto and their respective successors and permitted assigns.

8. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.


9. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties.

Pelicas Corporation

By: 
Print: MICHAEL BRANDT
Title: SECRETARY

Green Turtle Americas Ltd.

By: 
Print: Samuel Leung
Title: Asst. Secretary

Schedule A
Trademarks

Mark	Country	App. No.	Reg. No.	Reg. Date	Goods/Services
PELICAS	US	85415436	4207949	2012-09-11	<p>Class 11: Separator unit installed under sinks for removal and storage of oil, grease and sediment from liquid poured into the sink and thereafter discharged to the sanitary sewer; waste water treatment equipment, namely, pH neutralization system for waste water treatment, comprised of a vertical pump, steel frame, and electronic measuring device and magnesium oxide for neutralizing waste water; point-source wastewater treatment equipment and rainwater harvesting equipment, namely, separator units for removal and storage of oil, grease and sediment from effluence and neutralization of waste water discharged to the sanitary sewer and rainwater harvesting equipment, namely, filter units for sediment separation, and storage and distribution of treated water; separator units for removal and storage of oil and sediment from storm water drainage; engineered oxide-coated substrate for removing or filtering pollutants from storm water with glass reinforced plastic components and products, namely, pipes, manholes and tanks for use in the building and construction industry; engineered oxide coated filtration substrate in the form of granules, stone sized pieces, blocks or pavements for removing or filtering pollutants by absorption and adsorption from storm water runoff.</p> <p>Class 20: Horizontal, vertical, above, and below ground, atmospheric, pressurized and double containment fibreglass tanks for containing fluids.</p> <p>Class 37: Providing maintenance services for separator units.</p> <p>Class 40: Manufacture of glass reinforced plastic components and products to the order and specification of others; custom manufacture to the order and specification of others of fiberglass components and products, namely, filter vessels, tanks, pipes, manholes and covers, and fiberglass architectural components, namely, building items required by architectural specifications for the appearance of stone, bricked and wood, namely, fiberglass that is formed to simulate stone, brick and wood.</p> <p>Class 42: Dissemination of information relating to stormwater management and treatment.</p>

Schedule B

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is effective this 14th day of April, 2014 (the "Effective Date"), by and between Pelicas Corporation (successor by change of name to Monteco Corporation), a corporation incorporated under the laws of the state of Delaware with an address of 2 St. Clair Ave. W., Toronto, Ontario ("Assignor"), and Green Turtle Americas Ltd., a corporation incorporated under the laws of the Province of Ontario located at 2 St. Clair Ave. W., Toronto, Ontario ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademark set forth in Schedule A attached hereto including the goodwill of the business related thereto (collectively, the "Trademark");

WHEREAS, Assignor has the right and authority to transfer all of its right, title and interest in and to the Trademark;

WHEREAS, Assignor wishes to assign and transfer to the Assignee, and Assignee wishes to receive and acquire from the Assignor, all of the Assignor's rights, title, and interest in and to the Trademark, and the goodwill associated therewith; and

WHEREAS, the Parties, intending to be legally bound, agree as follows:

NOW, THEREFORE, in exchange for USD \$10, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, all right, title and interest in and to the Trademarks, together with all the goodwill associated with the Trademark and goodwill of Assignor's business in connection with which the Trademark has been used, any registrations and applications for the Trademark, and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present and future infringements of the Trademark.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR

ASSIGNEE

PELICAS CORPORATION

GREEN TURTLE AMERICAS LTD.

By: *Michael Brandt*

By: *[Signature]*

Printed: MICHAEL BRANDT

Printed: Samuel Leung

Title: SECRETARY.

Title: Asst. Secretary

TRADEMARK

REEL: 005259 FRAME: 0929

SCHEDULE 1

TRADEMARK	COUNTRY	APP./REG. NO.	APP./REG. DATE
PELICAS	U.S.	4207949	2012-09-11