

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novetas Solutions, LLC		12/31/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Strategic Materials, Inc.		
Street Address:	16365 Park Ten Place, Suite 200		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77084		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3959954	NOVA SPHERES	
Registration Number:	3291929	NEW AGE BLAST MEDIA	
Registration Number:	3773397	NOVACAST	
Registration Number:	3658496	GREEN BLAST	
Registration Number:	3534601	ECO BLAST	
Registration Number:	3944589	NEW AGE	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-254-1036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. Brandon Browning		
Address Line 1:	1901 Sixth Avenue North, Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	18096-0001		
NAME OF SUBMITTER:	C. Brandon Browning		
SIGNATURE:	/cbbrowning/		
DATE SIGNED:	01/05/2015		

OP \$165.00 3959954

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT OF TRADEMARK RIGHTS (this "Assignment") is entered into as of December 31, 2014, by and between Novetas Solutions, LLC, a Pennsylvania limited liability company ("Assignor"), and Strategic Materials, Inc., a Delaware corporation ("Assignee").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement");

WHEREAS, Assignor is the owner of the registered trademarks listed on Schedule A (collectively the "Trademark Rights"); and

WHEREAS, pursuant to this Assignment and the Purchase Agreement, Assignor desires to assign and transfer its entire right, title and interest in and to the Trademark Rights, and Assignee desires to acquire all such right, title and interest in and to said Trademark Rights.

NOW, THEREFORE, in consideration of the foregoing premises, the Purchase Price (as defined in the Purchase Agreement), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and based upon the premises and the mutual covenants and promises hereinafter contained, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, grants, transfers, conveys and relinquishes exclusively to Assignee, its successors, assigns and legal representatives, all of Assignor's worldwide right, title and interest in and to the Trademark Rights and all associated goodwill and common law rights, including without limitation any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor also assigns, transfers and sets over to Assignee any and all causes of action, claims, demands or other rights, occasioned from or because of any and all past infringements of any of the Trademark Rights.
3. Assignor represents, warrants and covenants that it has the full right to assign and convey the entire Trademark Rights herein assigned and transferred, that it has not assigned, conveyed or licensed any Trademark Rights, in whole or in part, to any other party, and that it has not executed, and will not execute, any agreement in conflict with this Assignment (including but not limited to attempting or purporting to license, transfer or assign the Trademark Rights, in whole or in part, to any party other than Assignee).

IN WITNESS WHEREOF, the parties have caused their signatures and seals to be herein to affixed on the date set forth above.

ATTEST:

STRATEGIC MATERIALS, INC.

By: _____

By: *M. J. Han* _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

NOVETAS SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused their signatures and seals to be hereon to affixed on the date set forth above.

ATTEST:

STRATEGIC MATERIALS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

NOVETAS SOLUTIONS, LLC

By: _____

By: [Signature]

Name: _____

Name: Carly VanHorn

Title: _____

Title: Member

SCHEDULE A

(Trademarks)

<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Trademark</u>
1.	85/106,438	3,959,954 NOVA SPHERES
2.	78/744,836	3,291,929 NEW AGE BLAST MEDIA
3.	77/741,472	3,773,397 NOVACAST
4.	77/067,332	3,658,496 GREEN BLAST
5.	77/067,325	3,534,601 ECO BLAST
6.	77/266,140	3,944,589 NEW AGE