

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Highland Metals Inc.		09/30/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Highland Metals Inc.		
<b>Street Address:</b>	2165 Earlywood Drive		
<b>City:</b>	Franklin		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46131		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78223855		
<b>Registration Number:</b>	2888950	BETA BLUE	
<b>Registration Number:</b>	3349176	HIGHLAND METALS INCORPORATED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165790212		
<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>			
<b>Phone:</b>	(216) 586-3939		
<b>Email:</b>	skoston@jonesday.com		
<b>Correspondent Name:</b>	Jones Day		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	North Point		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-890003-SK		
<b>NAME OF SUBMITTER:</b>	Leozino Agozzino		
<b>SIGNATURE:</b>	/Leozino Agozzino/		
<b>DATE SIGNED:</b>	09/30/2015		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (this “**Assignment**”), dated as of September 30, 2015, is entered into by and between Highland Metals Inc., a California corporation (“**Assignor**”), and Highland Metals Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks identified on the attached **Exhibit A** and the United States trademark applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated therewith (the “**Marks**”), and has agreed to transfer to Assignee all rights, title and interest in and to the Marks; and

WHEREAS, Assignee is desirous of acquiring all of Assignor’s rights, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor hereby irrevocably contributes, transfers, assigns, conveys and delivers unto Assignee, its successors and assigns, without reservation of any rights, title or interest, all rights, title and interest in and to the Marks, any and all applications and registrations therefor, including, without limitation, the applications and registrations identified on the attached **Exhibit A**, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as said rights, title and interest would have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made, including, without limitation, all common law rights of Assignor in and/or to the Marks and Assignor’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Assignee as assignee of the entire rights, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment. Assignor further agrees, upon reasonable request and at Assignee’s sole cost and expense, that Assignor and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks. The assignment granted herein has been granted in accordance with the terms of a separate purchase agreement between the parties and is expressly subject to the terms thereof.

2. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterparty of this Assignment.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

**ASSIGNOR:**

HIGHLAND METALS INC.

By: Cheri Sarkur  
Name: Cheri Sarkur  
Title: Chief Executive Officer

**ASSIGNEE:**

HIGHLAND METALS INC.

By: \_\_\_\_\_  
Name: Robert A. Langley  
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date first set forth above.

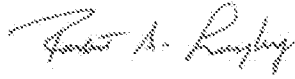
**ASSIGNOR:**

HIGHLAND METALS INC.

By: \_\_\_\_\_  
Name: Cheri Sarkur  
Title: Chief Executive Officer

**ASSIGNEE:**

HIGHLAND METALS INC.

  
By: \_\_\_\_\_  
Name: Robert A. Langley  
Title: Vice President and Secretary

**EXHIBIT A**



<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration No.</b>
 Design only	78/223855	3/10/2003		
BETA BLUE	78/223853	3/10/2003	9/28/2004	2888950
 HIGHLAND METALS INCORPORATED and Design	77/036562	11/3/2006	12/4/2007	3349176

Exhibit A

NAI-1500530064v3

**RECORDED: 09/30/2015**

**TRADEMARK  
REEL: 005634 FRAME: 0197**