

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393489

<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>
9036-4167 QUÉBEC INC.		07/28/2015	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hypertherm, Inc.		
<b>Street Address:</b>	21 Great Hollow Road		
<b>City:</b>	Hanover		
<b>State/Country:</b>	NEW HAMPSHIRE		
<b>Postal Code:</b>	03755		
<b>Entity Type:</b>	Corporation: NEW HAMPSHIRE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3229417	ROBOTMASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	617-526-9600		
<b>Email:</b>	jmgomez@proskauer.com		
<b>Correspondent Name:</b>	Proskauer Rose LLP		
<b>Address Line 1:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	S. James Boumil III		
<b>SIGNATURE:</b>	/S. James Boumil III/		
<b>DATE SIGNED:</b>	08/02/2016		
<b>Total Attachments: 10</b>			
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**DOMAIN NAME AND TRADE-MARK CONFIRMATORY ASSIGNMENT  
AGREEMENT**

**THIS AGREEMENT** is made effective on the 28<sup>th</sup> day of July 2015 (the "Effective Date")

**BETWEEN:** **9036-4167 QUÉBEC INC.**, a corporation incorporated under the laws of Québec, having its principal place of business at 320-5929 Route Transcanadienne, Montreal (Quebec), H4T 1Z6, Canada

(hereinafter referred to as "Assignor")

**AND:** **HYPERTHERM INC.**, a corporation duly constituted under the laws of New Hampshire, having its principal office at 21 Great Hollow Road, Hanover NH 03755 USA;

(hereinafter referred to as "Assignee")

(Assignor and Assignee hereinafter collectively referred to as the "Parties")

**WHEREAS** the Parties, along with Hypertherm Robotic Software inc. (a wholly-owned subsidiary of the Assignee), have concluded an Asset Purchase Agreement on the Effective Date (the "Asset Purchase Agreement");

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor wishes to confirm the transfer to the Assignee of its rights in the trade-marks listed in Schedule A attached hereto and any and all materials related thereto (the "Trade-Marks");

**WHEREAS** the Assignor has registered the Internet domain names listed in Schedule B attached hereto (the "Domain Names") with different registrar organizations (the "Registrars");

**WHEREAS**, in connection with the entering into of the Asset Purchase Agreement, the Assignor wishes to confirm the transfer to the Assignee of its rights in the Domain Names and any and all materials related thereto;

**NOW THEREFORE** in consideration of the premises and the following mutual covenants and for good and valuable consideration described herein and in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1**  
**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**1.1 Assignment.** For good and valuable consideration, the Assignor hereby confirms that, as of the Effective Date, it has sold, assigned and transferred to the Assignee all of its rights, title and interest in and to the Trade-Marks (including future rights thereto) including materials and intellectual property related thereto (including any extensions thereof) without restriction of any kind, including the goodwill attached to the Trade-Marks, the right to create derivative works thereto and Assignor's right to sue for past infringement, the Assignee having accepted this sale, assignment and transfer.

**1.2 Documentation and Work Products.** The Assignor shall remit to the Assignee all documentation and work products related to the Trade-Marks in a form commercially exploitable by Assignee.

**1.3 Assistance and Collaboration.** The Assignor undertakes to assist the Assignee or any person designated by the Assignee in the preparation of any copyright registration, prosecution of trade-mark application or any applications of any other form of protection for the Trade-Marks. The Assignor undertakes to execute or to cause to have executed, upon request from the Assignee, any instrument or document, required to (i) perfect the assignment and transfer contemplated herein; (ii) defend and enforce the rights of the Assignee in the Trade-Marks, at Assignee's cost and expense. The Assignor undertakes to accomplish any required action to accomplish the aims contemplated herein. Any decision to file for a registration of copyright, trade-mark or any form of protection of the Trade-Marks will be made at the sole and exclusive discretion of the Assignee.

**ARTICLE 2**  
**CONFIRMATORY ASSIGNMENT OF DOMAIN NAMES**

**2.1 Assignment of Domain Names.** The Assignor does hereby irrevocably and unconditionally confirm the sale, assignment and transfer to the Assignee, as of the Effective Date, of all of its worldwide rights, title and interests in and to the Domain Names, including any and all goodwill it may have developed anywhere in the world in connection with the use of the Domain Names.

**2.2 Domain Name Transfer Procedures.** The Assignor agrees to cooperate with the Assignee and to follow the Assignee's reasonable instructions in order to carry out and confirm the assignment and transfer effected by Section 2.1 above. Without limiting the generality of the foregoing, the Assignor shall fully and accurately complete and execute all necessary procedures required by the Registrars to complete a change of ownership of the Domain Names, and Assignee agrees to provide its cooperation in the course of this process and comply with any formalities and pay any fees required by the Registrars to complete the transfer.

ARTICLE 3  
GENERAL PROVISIONS

3.1 Further Assurances. Each of the parties hereto agrees to execute and deliver such further and other documents and instruments and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof, including all acts, deeds and agreements as may be necessary or desirable for the purpose of registering or filing notice of the terms of this Agreement.

3.2 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein and the Parties hereby attorn to the exclusive jurisdiction of the courts of the judicial district of Montréal, Québec.

3.3 Time of Essence. Time will be the essence of this Agreement in all respects.


3.4 Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement.

3.5 Language. The present agreement has been drafted in the English language at the request of the parties. *Les parties ont demandé que la présente entente soit rédigée en anglais.*

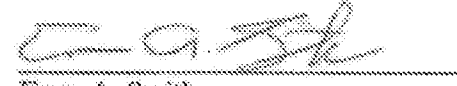
*(Signatures on next page. Remainder of page intentionally left blank.)*

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date hereof.

9036-4167 QUÉBEC, INC.

By:   
Name: Chahe Bakmajian  
Title: President, Secretary and Treasurer




HYPERTHERM, INC.

By:   
Name: Evan A. Smith  
Title: President

**SCHEDULE A**

The Trade-Marks are comprised of the following separately or as a whole, as well as materials and unregistered rights related thereto:

Citation	Source	Application Information	Registration Information	Goods and Services
ROBOTMASTER 9036-4167 QUEBEC INC. (Canada)	Canada Registered	App 28-JUL-2005 App 1165851	Reg 16-MAY-2005 Reg TMA639827	9 Wares and Services: (1) Machine code to operate industrial multi-axis robots. (2) Computer software to operate industrial multi-axis robots.
ROBOTMASTER 9036-4167 Quebec Inc. (Canada)	Community Trademarks REGISTRATION (REGISTERED) Exp 30-JAN-2016	App 30-JAN-2006 App 4886851	Reg 16-JAN-2007 Reg 4886851	9-41-42 Goods and Services: 08 Computer software: machine code. 41 Provision of training, arranging and providing technical instruction courses. 42 Computer software technical support services
ROBOTMASTER 9036-4167 Quebec Inc. (Canada)	USPTO Registered	App 07-APR-2005 App 78866948	Reg 17-APR-2007 Reg 3215417	9 Goods and Services: INT. CL. 9 COMPUTER SOFTWARE TO OPERATE INDUSTRIAL MULTI-AXIS ROBOTS
ROBOTMASTER JABEZ TECHNOLOGIES INC. (Canada)	Brazil APPLICATION (PENDING)	App 17-DEC-2012 App 90582026		9 Goods and Services Computerised Translation; remote control of industrial operations (installations -addresses- for -); processing of data (devices for -); computer programs recorded; apparatus and control units -electronic- for processing, evaluation and measurement of signal generated by sensor; apparatus or instrument control; software for playing games and amusement

<p>ROBOTMASTER</p>  <p>JABEZ TECHNOLOGIES INC. (Canada)</p>	<p>Brazil APPLICATION (PENDING)</p>	<p>App 17-DEC-2012 App 905681563</p>		<p>{computer program}; 9 Goods and Services Computerised Translation; remote control of industrial operations (installations -electric- for -); processing of data (devices for -); computer programs recorded; programs operational recorded for computer; apparatus and control units -reference- for processing; evaluation and measurement of signal generated by sensor; apparatus of instrument control; software for playing games and amusement {computer program};</p>
<p>ROBOTMASTER</p>  <p>JABEZ TECHNOLOGIES INC. (Canada)</p>	<p>China REGISTRATION (REGISTERED) Exp 27-NOV-2023</p>	<p>App 10-JUL-2012 App 11187247</p>	<p>Reg 28-NOV-2013 Reg 11187247</p>	<p>42 Subclass Description: Research and development service Geological surveys; research and development service Chemical research service Biological research service Survey service Registered design service Design and information service for architecture Computer programming; and Concerned services Goods and Services Computerised Translation; Technical research; quality control; material testing; calibration (measuring); chemistry; biology; industrial design; architectural drawing; computer software design; computer hardware design and development consulting</p>
<p>ROBOTMASTER</p>  <p>JABEZ TECHNOLOGIES INC. (Canada)</p>	<p>China REGISTRATION (REGISTERED) Exp 27-DEC-2023</p>	<p>App 10-JUL-2012 App 11187246</p>	<p>Reg 28-DEC-2013 Reg 11187246</p>	<p>9 Subclass Description: Computers and their external equipments Equipments used in communication and navigation; instruments and meters for measuring and electric measuring; apparatus and instruments for scientific research in laboratories Optical instruments</p>



				Transistors and cartons used in electrical equipments; components of electron and electricity Electrical controlling apparatus and equipments Batteries, chargers Goods and Services Computerised Translation; Recorded computer programs (programs), computer software (ready-to-use), navigation equipment, surveying instruments, optical apparatus and instruments; semiconductors, chips (integrated circuits); sensors; remote operation of industrial electrical equipment; battery
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The Trade-Marks also include the following elements and derivatives thereof:





THE  
**EVOLUTION**  
OF ROBOT PROGRAMMING.

331984 00002 91134431.2

SCHEDULE B

Domain Names

The following domain names are registered with Internic.ca:

Domain	Expires
MillingRobots.com	2015-08-22
MyRobotSoftware.com	2015-08-22
programmingrobot.com	2015-08-22
robot-cadcam.com	2016-01-31
robot-master.com	2015-07-08
robot-milling.com	2016-01-31
robot-programming-software.com	2016-01-31
robot-software.com	2016-01-31
robot-training.com	2016-01-31
robotcadcam.com	2016-04-04
robotmaster.ca	2015-07-08

robotmaster.com	2015-11-13
robotprogrammingsoftware.com	2016-04-04
RobotMilling.com	2015-08-22

In addition Robotmaster.co.jp has been registered with JP-Domains.com.