

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	02/08/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TEXON INTERNATIONAL LIMITED (IN ADMINISTRATIVE RECEIVERSHIP)		02/08/2005	COMPANY: UNITED KINGDOM
DAVID KENNETH DUGGINS and IAN BEST		02/08/2005	RECEIVERS: UNITED KINGDOM

**RECEIVING PARTY DATA**

Name:	TEXON MANAGEMENT LTD
Street Address:	16A FIR TREE LANE
City:	GROBY
State/Country:	UNITED KINGDOM
Postal Code:	LE6 0FH
Entity Type:	COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1464616	HAWK

**CORRESPONDENCE DATA**

Fax Number: (617)742-2355  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617. 742. 4200  
 Email: TRADEMARK@RIW.COM  
 Correspondent Name: STACEY C. FRIENDS  
 Address Line 1: 100 N. WASHINGTON STREET  
 Address Line 2: 6TH FLOOR  
 Address Line 4: BOSTON, MASSACHUSETTS 02114-2128

DOMESTIC REPRESENTATIVE

**TRADEMARK**

**900023520**

**REEL: 003071 FRAME: 0174**

CH \$40.00 1464616

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

STACEY C. FRIENDS

Signature:

/SCF/

Date:

04/22/2005

**Total Attachments: 9**

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DATED

8 February

2005

**TEXON INTERNATIONAL LIMITED**  
(in administrative receivership)

**DAVID KENNETH DUGGINS AND IAN BEST**

and

**TEXON MANAGEMENT LTD**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

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\*berwin leighton paisner

Adelaide House London Bridge London EC4R 9HA  
tel +44 (0)20 7760 1000 fax +44 (0)20 7760 1111

**TRADEMARK**  
**REEL: 003071 FRAME: 0176**

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

**DATE:** 8 February 2005

**PARTIES:**

- 1 Seller** **TEXON INTERNATIONAL LIMITED (in administrative receivership)** a company incorporated in England with registered number 03005763 whose registered office is at 16A Fir Tree Lane, Groby, Leicester LE6 0FH acting by its receivers, David Kenneth Duggins and Ian Best both licensed insolvency practitioners of Ernst & Young LLP of No 1 Colmore Square, Birmingham, B4 6HQ (the "Receivers");
- 2 Receivers** The Receivers in their respective capacities as receivers of the Seller; and
- 3 Buyer** **TEXON MANAGEMENT LTD** a company incorporated in England with registered number 5308213 whose registered office is at 16a Fir Tree Lane, Groby, LE6 0FH.

**1 Definitions**

*Assigned IPR* all IPR owned by the Seller, whether solely or with others, including but not limited to:

- (i) the trade marks and trade mark registrations set out in Part A of the schedule to this deed;
- (ii) all IPR in and relating to the mark TEXON and the goodwill attaching thereto; and
- (iii) (to the extent the same can be assigned) rights and obligations under licences of IPR granted to the Seller, including for the use of the trade mark applications and registrations set out in Part B of the schedule to this deed and for the use of the patents and patent applications set out in Part C of the schedule to this deed;

- Documents* all documents in any media owned by the Seller which embody or record any of the Seller's know how, technical information or confidential information;
- IPR* means all copyright and rights in the nature of copyright, database rights, design rights, rights in inventions, patents, trade marks, goodwill, applications for any of the above, moral rights, rights in Know-How, confidential information or any other intellectual or industrial property rights, whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world and the rights to apply for the protection of and claim priority from any of the foregoing;
- Know-How* means trade secrets, know-how, inventions, technical or commercial knowledge, manufacturing or business processes, methods or procedures; and
- Marks* the name "Texon" and any name confusingly similar to it and all logos which are now or have in the past been used in conjunction with the name "Texon", including but not limited to, the red and blue device as shown associated with the name "Texon" on the home page of the website accessible on the date of this agreement at [www.texon.com](http://www.texon.com).

## 2 **Assignment**

In consideration of the sum of £1 paid by the Buyer to the Seller, the receipt of which the Seller hereby acknowledges, the Seller hereby assigns to the Buyer absolutely all its rights, title and interest in and to the Assigned IPR, including the right for the Buyer to sue for and obtain full and effective relief in respect of every act of infringement of the Assigned IPR occurring prior to the date of this assignment.

## 3 **Further Assurance**

- 3.1 The Seller and the Receivers (in respect of the latter, for so long as they remain in office as joint administrative receivers of the Seller) agree to execute any further documents, perform any further acts and give any assistance (at the Buyer's

reasonable expense) as Buyer or its assignees may at any time reasonably require properly:

- 3.1.1 to complete or record the Buyer's or the Buyer's assignees' rights in the Assigned IPR;
  - 3.1.2 to uphold the Buyer's or the Buyer's assignees' rights in the Assigned IPR; and
  - 3.1.3 to defeat any challenge to the validity of or relating to, and resolve any questions concerning, the Assigned IPR.
- 3.2 The Seller and the Receivers each agree on request to promptly deliver to the Buyer all copies of the Documents in the possession or control of either of them.
- 3.3 The Seller, acting by the Receivers, hereby irrevocably and unconditionally appoints the Buyer, as the Seller's lawful attorney (with power to delegate) for and in its name to execute and deliver all deeds and to sign all documents which the Buyer may reasonably consider necessary for the purpose only of giving full effect to this deed and securing to the Buyer the legal and beneficial ownership of the Assigned IPR.
- 3.4 The Buyer shall not enforce the power conferred by clause 3.3 in any way which directly or indirectly gives rise to a new liability on the Receivers or the Seller.
- 3.5 All acts done and documents executed or signed by the Buyer in good faith in the purported exercise of the power conferred by clause 3.3 shall for all purposes be valid and binding on the Seller and its successors.
- 3.6 The power conferred by clause 3.3 is given to secure the Buyer's proprietary interest in that power and the performance of the Seller's obligations under this deed and is irrevocable in accordance with section 4 of the Powers of Attorney Act 1971.
- 3.7 The Seller and the Receivers, will use their best endeavours to effect a change of the Seller's name to Noxet International Limited (or such other name as may be agreed by the parties) as soon as is reasonably practicable and shall provide the Buyer with satisfactory evidence that the resolution changing the name has been validly passed.

3.8 The Seller will not in future use any of the Marks, or any other trade mark or name forming part of the Assigned IPR, nor authorise or licence, or purport to authorise or licence, any third party to do so.

3.9 At the Buyer's reasonable request and cost, the Seller and the Receivers will assist the Buyer in taking action against third parties in respect of alleged infringements of the Assigned IPR, including permitting the Buyer to take such action in the Seller's name.

4 **Indemnity**

The Buyer shall indemnify, defend and hold harmless the Receivers against any and all claims, liability, losses, damages, judgments, costs or expenses whatsoever and howsoever arising that the Receivers may incur, suffer or be required to pay based on or arising out of this Agreement.

5 **Exclusions**

The Receivers are the agents of the Seller and shall not incur any personal liability under this deed, nor in relation to any related matter or claim, whether in contract, tort or restitution or by reference to any other remedy or right, in any jurisdiction or forum.

6 **Governing Law**

Any dispute arising out of or in connection with this assignment shall be governed by English law and the parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

**SCHEDULE**

**Part A - Trade mark registrations/applications to be assigned**

<b>Country</b>	<b>Name</b>	<b>Number</b>	<b>Keep</b>	<b>Barclays Charge</b>
AUSTRALIA	HAWK	469725	Y	N
AUSTRALIA	NYBAK	438199	N	N
AUSTRALIA	STYPLAST	469727	N	N
AUSTRALIA	STYTHERM	469726	Y	N
BRAZIL	NYBAK	812889975	N	N
CANADA	FOSSFORM	TMA279624	N	N
CANADA	FOSSPLIT	TMA280389	N	N
GERMANY	STYPLAST	1122346	N	N
GERMANY	STYTHERM	1122347	N	N
JAPAN	NYBAK	2717259	N	N
NEW ZEALAND	HAWK	173751	Y	N
NEW ZEALAND	NYBAK	162724	N	N
NEW ZEALAND	STYPLAST	173749	N	N
NEW ZEALAND	STYTHERM	173750	Y	N



Country	Name	Number	Keep	Barclays Charge
UK	HAWK	1317361	Y	N
UK	NYBAK	1305669	N	N
UK	STYPLAST	1317362	N	N
UK	STYTHERM	1317360	N	N
USA	HAWK	1464616	Y	Y

**Part B - Trade mark registrations/applications - licence to be assigned**

Country	Name	Number	Keep	Barclays Charge
AUSTRALIA	DURALAST	757178	N	N
AUSTRALIA	FOSS- DURALAST	757176	N	N
BRAZIL	DURALAST	820647497	Y	N
BRAZIL	FOSS- DURALAST	820627258	N	N
CANADA	DURALAST	TMA509130	Y	N
CANADA	FOSS- DURALAST	TMA527793	N	N
INDONESIA	DURALAST		Y	N
JAPAN	DURALAST	25614/1998	N	N
USA	FOSS-	2268264	N	N

Country	Name	Number	Keep	Barclays Charge
	DURALAST			
USA	SOLEMATE	75/360886	N	N
USA	SSOSFTHERM	1982927	N	N

**Part C – patent/patent applications – licence to be assigned**

Patent No.	Issue Date	Title
5,981,411	11 September 1999	Thermoformable material (Fosshape)
WO 97/30837	28 August 1997	Method for making Thermoformable Plastic Sheets or Plates for use as Heat – Tackifiable Reinforcing material (Lambiotte)

Delivered as a deed on the date of this document.

Executed and delivered as a deed by **David Kenneth Duggins** )  
for and on behalf of **Texon International Limited (in administrative receivership)** as )  
its agent and without personal liability in the )  
presence of: *S.P. GIBBS* )



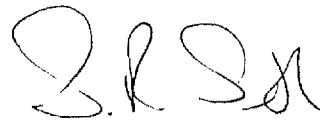
Witness' signature: *S.P. Gibbs*  
Address: *141, Edmund St. Birmingham*  
Occupation: *Solicitor*

Executed and delivered as a deed by **David Kenneth Duggins** for and on behalf of the **Receivers** without personal liability and solely for the purpose of receiving the benefit of the provisions of this deed in their favour in the presence of: *S.P. GIBBS*



Witness' signature: *S.P. Gibbs*  
Address: *141, Edmund St. Birmingham*  
Occupation: *Solicitor*

Executed and delivered as a deed by **Texon Management Ltd** acting under a *power of attorney*



Director

Secretary