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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

ACCIONS THE ENTIRE INTEREST AND THE COORDINAL

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Scapa UK Limited		110/13/2006	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	AlphaGary Limited		
Street Address:	10 Upper Bank Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5JJ		
Entity Type:	CORPORATION: UNITED KINGDOM		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1424828	MEGOLON

CORRESPONDENCE DATA

Fax Number: (508)929-3073

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (508)791-3511

Email: trademark@bowditch.com

Correspondent Name: Robin L. Wilkes
Address Line 1: 311 Main Street

Address Line 2: Bowditch & Dewey, LLP

Address Line 4: Worcester, MASSACHUSETTS 01615-0156

ATTORNEY DOCKET NUMBER: 070982.4018-001

DOMESTIC REPRESENTATIVE

Name: Bowditch & Dewey, LLP

Address Line 1: 311 Main Street

TRADEMARK REEL: 003432 FRAME: 0162

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Address Line 2: Attn: Jodi-Ann McLane Address Line 4: Worcester, MASSACHU				
NAME OF SUBMITTER:	Robin L. Wilkes			
Signature:	/Robin L. Wilkes/			
Date:	11/21/2006			
Total Attachments: 6 source=Assignment of MEGALON marks to AlphaGary (00805620)#page1.tif source=Assignment of MEGALON marks to AlphaGary (00805620)#page2.tif				

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<u>Dated</u>	13 October	2006
	SCAPA UK LIMITED)
	and	
	ALPHAGARY LIMITE	ED
TRA	ADE MARK ASSIGNI	MENT

Slaughter and May One Bunhill Row London EC1Y 8YY

Ref: SXXM/LJJS
TP061850051

BETWEEN:

- (1) SCAPA UK LIMITED (previous name Scapa Tapes UK Limited) of 997 Manchester Road, Ashton under Lyne, Manchester OL7 0ED (the "Assignor"); and
- (2) ALPHAGARY LIMITED of 10 Upper Bank Street, London E14 5JJ (the "Assignee").

WHEREAS:

- (A) The Assignor is the registered proprietor of the registered trade marks and applicant for registration of the trade mark applications details of which are set out in the Schedule hereto (the "Trade Marks").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. ASSIGNMENT

- 1.1 In consideration of the payment of £2,000,000 from the Assignee to the Assignor (the receipt of which is hereby acknowledged by the Assignor), the Assignor hereby assigns to the Assignee with full title guarantee, all right, title and interest in and to the Trade Marks together with all goodwill of the business in relation to which such Trade Marks are used (but no other or greater goodwill) including all rights, privileges and advantages thereto including, without limitation, the right to take proceedings and recover damages and obtain all other remedies in respect of past infringements thereof to hold unto the Assignee absolutely.
- 1.2 The Assignor shall, on the date of this Assignment, deliver to the Assignee all documents or other records relating to the Trade Marks within the Assignor's possession or control (including without limitation such documents or records held by the Assignor's trade mark agents and advisers).

2. FURTHER ASSURANCE

- 2.1 The Assignor shall at the cost and request of the Assignee from time to time hereafter and as soon as reasonably practicable do such acts and execute such documents as may be necessary or desirable to give full effect to this Assignment and secure to the Assignee or any successor in title thereof the full benefit of the rights assigned to the Assignee hereunder.
- 2.2 The Assignor shall provide the Assignee with such assistance as the Assignee may from time to time require for the purpose of defending or enforcing any of the Trade Marks, provided that the Assignee indemnifies the Assignor for all reasonable costs (including legal costs), expenses and damages incurred by it as a result.

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3. GOVERNING LAW

This Assignment shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

IN WITNESS WHEREOF this Assignment has been executed by or on behalf of the parties on the date first above written.

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SCHEDULE

Trade Marks

Country	Application number	Registration number and date	Mark Class(es)	Status (and renewal date)
UK	1171471	1171471 13/03/1982	MEGOLON 01	Granted Renewal Date 13/03/2013
European Community	584037	584037 11/01/1999	MEGOLON 01	Granted Renewal Date 31/07/2007
India	764428	764428 11/07/1997	MEGOLON 01	Granted Renewal Date 11/07/2007
Canada	545746	327749 22/05/1987	MEGOLON 01	Granted Renewal Date 22/05/2017
Norway	95.5539	188910	MEGOLON 01	Granted Renewal Date 19/03/2008
New Zealand	279337	279337 07/07/1997	MEGOLON 01	Granted Renewal Date 07/07/2014
China	970094817	1236892 07/01/1999	MEGOLON 01	Granted Renewal Date 06/01/2009
Australia	738510	738510 07/07/1997	MEGOLON 01	Granted Renewal Date 07/07/2007
Hong Kong	97/09534	07056/1998 08/07/1997	MEGOLON 01	Granted Renewal Date 08/07/2014
Indonesia	D97-14093	416147 11/07/1997	MEGOLON 01	Granted Renewal Date 11/07/2007
South Korea	97-39282	424789 12/10/1998	MEGOLON 24	Granted Renewal Date 12/10/2008
Singapore	8118/97	T97/08118H 07/07/1997	MEGOLON 01	Granted Renewal Date 07/07/2007

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Country	Application number	Registration number and date	Mark Class(es)	Status (and renewal date)
Japan	20953/1993	3044592 31/05/1995	MEGOLON 01	Granted Renewal Date 31/05/2015
United States of America	73567473	1424828 13/01/1987	MEGOLON 01	Granted Renewal Date 13/01/2007
Taiwan	86046768	00814259 01/09/1998	MEGOLON 01	Granted Renewal Date 31/08/2008
UK	2419567	PENDING	MEGOLON PLUS	PENDING
Canada	1,300,238	PENDING	MEGOLON PLUS	PENDING
Hong Kong	300621549	PENDING	MEGOLON PLUS	PENDING
India	1447023	PENDING	MEGOLON PLUS	PENDING
Indonesia	D00.2006.02440	PENDING	MEGOLON PLUS	PENDING
New Zealand	746583	PENDING	MEGOLON PLUS	PENDING
Taiwan	95049260	PENDING	MEGOLON PLUS	PENDING
WIPO*	International Trade Mark No. 889598	PENDING	MEGOLON PLUS 01	Granted in Madrid only with renewal date 05/05/2016
				All other jurisdictions are PENDING

^{*} This international trade mark application has been submitted in Australia, China, European Community, Japan, Madrid, Norway, Singapore and South Korea

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Signed by Mark Stirzaker for and on behalf of SCAPA UK LIMITED

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Signed by as attorney for ALPHAGARY LIMITED

(Signature of attorney)

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RECORDED: 11/21/2006