

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M.F. COMPOSITES INC.		07/31/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	MF COMPOSITES COMPANY		
Street Address:	610, East River Road		
Internal Address:	Suite 260		
City:	New Glasgow, Quebec		
State/Country:	CANADA		
Postal Code:	B2H 3S2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3071462	MIA	
Registration Number:	2989158	MIA-POXY	
CORRESPONDENCE DATA			
Fax Number:	(212)949-9190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 949-9022		
Email:	JMStarzynski@lawabel.com		
Correspondent Name:	Victor M. Tannenbaum		
Address Line 1:	666 Third Avenue		
Address Line 2:	10th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	8003761		
DOMESTIC REPRESENTATIVE			

CH \$65.00 3071462

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Victor M. Tannenbaum

Signature:

/VMT/

Date:

04/09/2009

Total Attachments: 3

source=MF Comp Assignment#page1.tif

source=MF Comp Assignment#page2.tif

source=MF Comp Assignment#page3.tif

DISTRIBUTION AGREEMENT

Entered into at Montreal, (Quebec) on July 31, 2007.

BETWEEN

M.F. COMPOSITES INC., a legal person governed by the *Companies Act* (Québec) having its head office at 3475, 3475, Pitfield Blvd, Saint-Laurent (Quebec) H4S 1H3

hereinafter called the "**Company**"

AND

MF COMPOSITES COMPANY, a legal person governed by the *Companies Act* (Nova Scotia) having its head office at 610, East River Road, Suite 260, New Glasgow (Quebec) B2H 3S2

hereinafter called the "**Sole Shareholder**"

IT IS HEREBY DECLARED :

- A. The Company has ceased to carry on business on July 31, 2007.
- B. By resolution duly adopted by the Sole Shareholder on July 31, 2007, the Company was authorized to transfer to it all of its assets and liabilities and to obtain its dissolution thereafter.
- C. The Company and the Sole Shareholder desire to give effect to this resolution.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS :

ARTICLE 1 - TRANSFER OF ASSETS

1.1 *Transfer*

The Company hereby transfers to the Sole Shareholder the ownership of all of its assets of any kind or nature whatsoever and wherever situate as of this date.

1.2 *Distribution of Assets*

This transfer of assets constitutes a distribution of assets within the meaning of the *Companies Act* (Québec) and a preliminary step towards its dissolution.

ARTICLE 2 - ASSUMPTION OF LIABILITIES

2.1 *Condition*

The Company agrees to this transfer on the condition that the Sole Shareholder assumes payment of all of its debts and obligations, at its complete exoneration.

2.2 *Acceptance*

The Sole Shareholder agrees to assume payment of and to discharge all of the debts and obligations of the Company at the complete exoneration of the latter.

ARTICLE 3 - ASSIGNMENT OF CONTRACTS

3.1 *Assignment*

If any contract to which the Company is a party or by which it may be bound may not be transferred or assigned in favour of the Sole Shareholder (on grounds that such contract may not be transferred or assigned without the prior consent of one or more parties), the Company shall execute same for the exclusive benefit of the Sole Shareholder. Any benefit resulting from such contract shall belong

to the Sole Shareholder and any loss resulting from such contract shall be assumed exclusively by the Sole Shareholder. In this connection, the Sole Shareholder hereby agrees to indemnify and to hold the Company harmless against any claim or liability of any nature whatsoever resulting from or related in any way to such contract.

3.2 *Power of Attorney*

The Company hereby constitutes and appoints the Sole Shareholder as its sole successor and irrevocable mandatary, with full power of substitution for the purposes of **paragraph 3.1**, to sign any deed, document or writing, and to do any thing useful or necessary in order to allow the assignment of the transferred assets. This power of attorney is granted to the Sole Shareholder in the scope of the voluntary dissolution of the Company and may at no time be revoked on grounds of the filing with the Enterprise Registrar of a petition for dissolution until such time as the Certificate of dissolution is issued.

ARTICLE 4 - FISCAL CLAUSE

4.1 *As to the Transferred Assets*

The Company and Sole Shareholder expressly declare to avail themselves of the provisions of paragraph 88(1) of the *Income Tax Act* (Canada) and of sections 556 and following of the *Taxation Act* (Québec) and thus undertake and agree to sign all required documents in order to give effect to their undertaking and to make all things necessary in order to abide by such fiscal laws in this respect.

ARTICLE 5 - ADDITIONAL PROVISIONS

5.1 *Preamble*

The preamble forms an integral part hereof.

5.2 *Additional Documents*

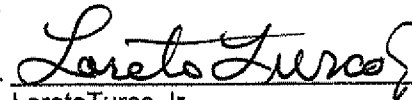
The parties agree to sign any other document and to do whatever is necessary or useful in order to fully accomplish the intent of this agreement.

5.3 *Applicable Laws*

This Agreement is governed by the laws in force in the Province of Québec.

— SIGNATURES —

M.F. COMPOSITES INC. by its President.....


Loreto Turco Jr.

MF COMPOSITES COMPANY by its President.....



Loréto Turco Jr.

DECLARATION VERIFYING ASSIGNMENT BY THE ASSIGNEE

I, Matthew Turco, signing as Executive Vice President **FREEMAN MANUFACTURING & SUPPLY COMPANY** (previously known as **MF COMPOSITES COMPANY**) whose address is 610 East River Road, Suite 280, New Glasgow (Nova Scotia) B2H 3S2, Canada, do solemnly and sincerely declare, to the best of my knowledge and belief, as follows:

1. On the 31st day of July, 2007, **M.F. COMPOSITES INC.** assigned to **MF COMPOSITES COMPANY** its United States trademarks **MIA & Design**, Registration No. 3071462 and **MIA-POXY**, Registration No. 2989158 and the goodwill of the business associated with the use of and symbolized by the said trademarks pursuant to a Distribution Agreement entered into on July 31, 2007.
2. As a result of this Assignment, **MF COMPOSITES COMPANY** became the proprietor of the said trademarks;
3. **FREEMAN MANUFACTURING & SUPPLY COMPANY** (formerly known as **MF COMPOSITES COMPANY**) is therefore now lawfully entitled to the entire right, title and interest in and to the said trademarks;
4. **FREEMAN MANUFACTURING & SUPPLY COMPANY** (formerly known as **MF COMPOSITES COMPANY**) is desirous of being recorded as subsequent proprietor of the said trademarks in the United States of America.
5. And I make this declaration solemnly believing the same to be true.

FREEMAN MANUFACTURING & SUPPLY COMPANY

(By) 
(Title) EXECUTIVE VICE PRESIDENT

Declared before me at
this 2ND day of April, 2009


Notary Public

(Notarial Seal)

Bonnie Smith
Notary Public, State of Ohio
My commission expires July 25, 2011