

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
Dongsan Valve Co., Ltd.		04/27/2010	CORPORATION: REPUBLIC OF KOREA
RECEIVING PARTY DATA			
Name:	C & C Industries, Inc.		
Doing Business As:	DBA C&C		
Street Address:	10350 Clay Road, Suite 250		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77041		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3152763	FORCE	
CORRESPONDENCE DATA			
Fax Number:	(214)447-9744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	469-522-1945		
Email:	andycho@sbcglobal.net		
Correspondent Name:	Andy HengSun Cho		
Address Line 1:	2560 Royal Lane, #202		
Address Line 4:	Dallas, TEXAS 75229		
ATTORNEY DOCKET NUMBER:		FORCE ASSIGNMENT	
NAME OF SUBMITTER:		Andy HengSun Cho	
Signature:		/Andy HengSun Cho/	

OP \$40.00 3152763

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**TRADEMARK
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Date:

05/04/2010

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of April 27, 2010 (the "Effective Date"), between Dongsan Valve Co., Ltd., a Republic of Korea corporation, having a place of business at #777-2, Hwajang-dong, Yeosu-si, Jeollanam-do 555-110, Republic of Korea (the "Assignor"), and C & C Industries, Inc, a Texas corporation, having a place of business at 10350 Clay Road, Suite 250, Houston, Harris County, Texas 77041 (the "Assignee").

RECITALS

A. Assignor is the registered owner of all rights, title, and interest in and to the trademark "FORCE" registered with the United States Trademark Registration No. 3,152,763 and all common law rights and the rights of priority associated with the foregoing "FORCE" mark for use in the United States and Canada in connection with valves of metal, other than parts of machines; water pipe valves of metal; cocks of metal, except parts of machines; pipe coupling of metal; flanges of metal, except parts of machines; springs, except parts of machines; cotters and metal cotter pins; metal keys, classified as International Class Number 006 (collectively the "Trademark").

B. Currently, Assignee uses the mark "FORCE" in the United States and Canada (including but not limited to via importation and exportation) in connection with the above referenced wares and related items.

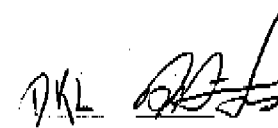
C. Assignee wishes to acquire all of Assignor's rights, title and interest in and to the Trademark in the United States of America and Canada, (the "Territory"), and Assignor wishes to assign such rights, title and interest in and to the Trademark to Assignee on the terms and conditions set forth below.

AGREEMENT

THEREFORE, for Thousand US Dollars (US\$ 1,000) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, Assignee and Assignor hereby agree as follows:

1. ASSIGNMENT. Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee the entire right, title, and interest in and to the Trademark in the Territory, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within the Territory based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. (collectively, the "Transferred Trademarks").

Assignor also authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record the transfer of the registrations and/or applications for registration.



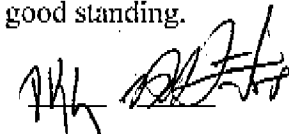
2. ASSIGNOR'S COVENANTS. Assignor covenants and agrees that it:

- a. will not contest Assignee's full and complete ownership of the Transferred Trademarks in the Territory for any product, including the rights to use, license the use of and/or register the Transferred Trademarks in the Territory for any product;
- b. will not use or seek to register the Transferred Trademarks in the Territory for any product;
- c. will not manufacture, advertise, market or sell any products bearing the Trademark in the Territory.

3. COOPERATION; COSTS AND EXPENSES. After execution of the Agreement and upon the request of Assignee, Assignor shall execute and deliver to Assignee all documentation required to perfect the transfer of the Transferred Trademarks in the trademark registries in the Territory; provided, however, that Assignor shall not be required to incur any out-of-pocket expenses. Subject to the foregoing, Assignee shall be responsible for preparation of all documentation required to perfect the transfer of the Trademark and shall pay all costs incurred in connection therewith. Each party shall execute and deliver to the other party any further documentation reasonably requested to effect or confirm the transfers and agreements contemplated by this Agreement.

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES. Assignor warrants and represents to Assignee that as of the Effective Date:

- a. Assignor is a corporation duly organized and in good standing under the laws of the Republic of Korea. Assignor has full right and authority to enter into this Agreement and consummate the transaction contemplated hereby. All requisite action has been taken by Assignor in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Assignor is duly authorized to do so.
- b. Any and all consents and approvals which may be required in order for Assignor to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Assignor is subject or by which Assignor is bound, or constitute a breach or default under any agreement or other obligation to which Assignor is a party or otherwise bound.
- c. To the best of Assignor's knowledge, it is the owner of all right, title and interest in the Trademark and the Trademark is valid and in good standing.



d. Assignor represents that there is no outstanding indebtedness incurred by Assignor for which a valid lien or other security interest could be filed against the Trademark in the respective trademark registries. Assignor's duty of cooperation under Paragraph 3 hereof, however, includes cooperating, as is reasonably necessary, to obtain the release of any lien which may be filed in the trademark registries with respect to the Trademark securing indebtedness incurred by Assignor.

e. To the best of Assignor's knowledge, there is no past due fee or payment owing in the respective trademark registries relating to the Trademark. Assignor agrees, however, that should any payment or fee incurred prior to the Effective Date become known to Assignor or Assignee, Assignor will pay such fee to the respective trademark registry or to Assignee as mutually agreed by the parties.

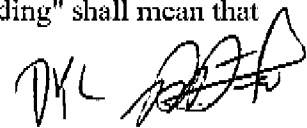
f. To the best of Assignor's knowledge, there are no pending infringement actions or threatened infringement actions against the Transferred Trademarks in the Territory. For the purposes hereof, "pending" shall mean that such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved.

5. **ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.** Assignee represents and warrants to Assignor that as of the Effective Date:

a. Assignee is a corporation duly organized and in good standing under the laws of the State of Texas. Assignee has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All requisite corporate action has been taken by Assignee in connection with the entering into of this Agreement and the instruments referenced herein and the consummation of the transaction contemplated hereby. Each of the persons signing this Agreement on behalf of Assignee is duly authorized to do so.

b. Any and all consents and approvals which may be required in order for Assignee to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Assignee are and shall be valid, legally binding obligations of and enforceable against Assignee, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau or agency to which Assignee is subject or by which Assignee is bound, or constitute a breach or default under any agreement or other obligation to which Assignee is a party or otherwise bound.

c. Assignee warrants that to the best of its knowledge, there are no pending infringement actions or threatened infringement actions against the Transferred Trademarks in the Territory. For the purposes hereof, "pending" shall mean that



such proceeding has been commenced with the appropriate governmental body, all applicable parties to such proceeding have been properly served, and such proceeding has not been resolved.



6. MISCELLANEOUS.

a. This Agreement shall be governed by the substantive laws of the State of Texas, applicable to agreements fully executed and performed in said state. With respect to any action commenced by Assignor against Assignee or by Assignee against Assignor for any breach hereof or otherwise commenced with respect hereof, each of the parties hereby irrevocably and unconditionally submits to personal jurisdiction and venue in the Federal courts in the Southern District of Texas and, if the Federal court does not have subject matter jurisdiction over such action or for any reason fails or refuses to accept or hear such action, to personal jurisdiction and venue in the State courts in Houston, Texas. Each of the parties agrees that it will not bring any action in any other jurisdiction. The parties consent to service of process by certified mail, return receipt requested. For the purposes of this Paragraph 6, "final judgment" means a final judgment from which no appeal or right of appeal exists in any U.S. Federal or Texas state court. A final judgment against a party in any such action or proceeding shall be conclusive, and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of indebtedness or liability of or other remedy awarded against such party therein described. In addition, a non-final judgment may be enforced in other jurisdictions to the extent enforceable by law.

b. All notices, payments, and statements which are required or may be given, shall be in writing, in the English language, and either:

- i. personally delivered;
- ii. sent via certified air mail with a return receipt requested; or
- iii. sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to Assignor:
Dongsan Valve Co., Ltd.
#777-2, Hwajang-dong
Yeosu-si, Jeollanam-do
Republic of Korea, 555-110
Tel: 011-82-61-691-3000
Fax: 011-82-61-691-3005

If to Assignee
C & C Industries, Inc.
10350 Clay Road, Suite 250
Houston, Texas 77041
U.S.A.
Tel: 1-713-466-1644
Fax: 1-713-466-1715

Notices shall be effective upon receipt. Each party's addresses, phone numbers, facsimile numbers and contacts may be changed by giving notice in accordance with this Agreement.

c. This Agreement and each of its provisions shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the parties to this Agreement.

d. This Agreement contains the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations, communications and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless set forth in writing and signed by the parties hereto.

e. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

f. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

g. Any provision of this Agreement which is invalid or unenforceable in the jurisdiction of Texas shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on April 27, 2010, effective as of the Effective Date.

ASSIGNOR

Dongsan Valve Co., Ltd.

By: 

Title: President

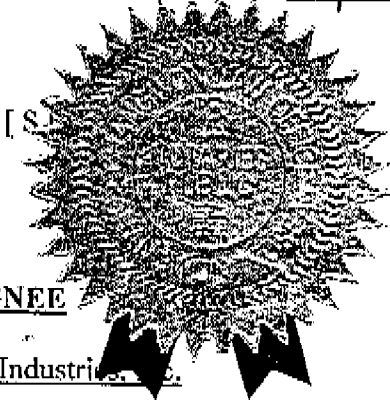
Republic of Korea
Notarial Certification

Myung-chu Chung, personally appeared before me, proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and



acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

This is hereby attested on this 27 day of Apr, 2010 at this Office.



Back Kyungseok
Signature of the Notary Public, Republic of Korea

ASSIGNEE

C & C Industries, Inc.

By: Dale K. Lutz
Title: President

STATE OF TEXAS
COUNTY OF HARRIS

On this 11th day of March, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared DALE K LUTZ, known by me to be the person of the above name and an officer of C&C Industries, Inc., duly authorized to execute this Assignment on behalf of C&C Industries, Inc., and who signed and executed the foregoing instrument on behalf of C&C Industries, Inc.

Given under my hand and seal of office this 11th day of MARCH, 2010.



[Signature]
Notary Public
My commission expires: 11-18-2011
9505 Low Point Rd
Address Houston, TX 77055

[Signature]

LAW OFFICE OF CHANGWON

[별지 제43호서식]

전화:283-6666
FAX:283-9009

등부 2010년 제 1743 호

Registered No. 2010 - 1743

인 증

Notarial Certificate

위 상표권 양도 계약서 에
기 재 된 동산밸브 주식회사
대표이사 방성권
의 대리인 조성미 은
본 공증인의 면전에서 위 본인이
서명 날인 한 것임을 자인하였다.

attorney-in-fact of
President BANG SEONG KWON
Dongsan Valve Co.,Ltd.
appeared before me and
admitted said principal's
subscription to the
attached TRADEMARK ASSIGNMENT AGREEMENT

This is hereby attested on
this 27 day of Apr , 2010
at this office

2010년 4월 27일

LAW OFFICE OF CHANGWON

이 사무소에서 위인 증한다.

Belong to Changwon District
Prosecutors' Office

공증인장원법무법인

#84-1, Sapa-dong, Changwon city,
Gyeongnam, South Korea

소속 창원지방법원

Attorney at Law acting as Notary
Public;

창원시 사파동 84-1번지

공증담당변호사





This office has been authorized
by the Minister of Justice, the
Republic of Korea, to act as
Notary Public Since

Feb. 03, 1998. under
Law No. 123.

TRADEMARK
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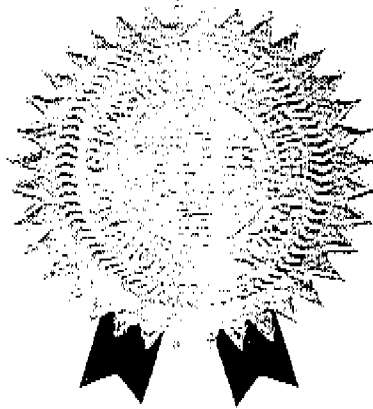
LAW OFFICE OF CHANGWON

[별지 제41호서식]

전화:283-6666
FAX:283-9009

Registered No. 2010-1743

NOTARIAL CERTIFICATE



LAW OFFICE OF CHANGWON

Belong to Changwon District

Prosecutors' Office

#84-1, Sapa-dong, Changwon city,

Gyeongnam, South Korea

TRADEMARK