#### 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
H.E.F. USA		07/01/2011	CORPORATION:

#### **RECEIVING PARTY DATA**

Name:	H.E.F.	
Street Address:	Andrezieux-Boutheon, Z.I. Sud, Rue Benoit Fourneyron	
City:	Andrezieux Boutheon	
State/Country:	FRANCE	
Postal Code:	42160	
Entity Type:	CORPORATION: FRANCE	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2018856	RE-NU
Registration Number:	2055189	RE-NU GOLD
Registration Number:	1384870	KQ-500
Registration Number:	1779401	NU-TRIDE

#### **CORRESPONDENCE DATA**

**Fax Number**: (703)685-0573

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

Phone: 7035212297

Email: trademarks@young-thompson.com

Correspondent Name: Mark Lebow
Address Line 1: 209 Madison Street

Address Line 2: Suite 500

Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER: 0579-1306 1307 1308 1309

DOMESTIC REPRESENTATIVE

TRADEMARK REEL: 004609 FRAME: 0901 P \$115.00 2018856

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Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Mark Lebow
Signature:	/ML/
Date:	08/23/2011
Total Attachments: 3 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif source=ASSIGNMENT#page3.tif	

TRADEMARK
REEL: 004609 FRAME: 0902

# **DEED OF ASSIGNEMENT**

**THIS AGREEMENT** (hereinafter referred to as "this agreement") is made and entered into this \_\_\_\_ day of, by and between:

**H.E.F. USA**, a corporation duly organized and existing under the laws of USA, having its principal office at 2015 Progress Drive 45502 SPRINGFIELD OHIO USA, represented by its President Pierre MAS.

(Hereinafter referred to as "H.E.F. USA"),

#### AND

**H.E.F.**, a corporation duly organized and existing under the laws of France, having its principal office at ANDREZIEUX-BOUTHEON, 42160, Z.I. Sud, Rue Benoit Fourneyron, Andrézieux-Bouthéon, France, represented by its President Georges CROS.

(Hereinafter referred to as "H.E.F.").

(Hereinafter collectively referred to as "the Parties").

#### PREAMBLE

H.E.F. is desirous of acquiring from H.E.F. USA, their entire right, title and interest in and to the patent and trademarks (hereafter the Patent and Trademarks) as detailed in appendix 1.

H.E.F. USA hereby certify that :

- it is the single owner of the Patent and Trademarks
- no license with regards to the Patent and Trademarks were granted

#### ARTICLE 1. PURPOSE

H.E.F. USA assigns to H.E.F., that accepts, its entire right, title and interest in the Patent and Trademarks.

H.E.F. USA also assigns to H.E.F. all its rights to prosecute counterfeiters of the Patent and Trademarks.

#### ARTICLE 2. EFFECT OF THE ASSIGNEMENT

The Parties agree that, from the execution date of the present deed, H.E.F. is fully responsible for the maintenance and registration of the Patent and Trademarks.

H.E.F. shall also, from the date of execution, support all costs, charges and taxes in relation with the Patent and Trademarks

#### ARTICLE 3. PAYMENT

For the present assignment of the Patent and Trademarks, H.E.F. shall pay to H.E.F. USA the lump sum of: 180.000 USD



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#### ARTICLE 4. REGISTRATION

The registration costs, to all the national Patent and/or Trademark offices, of the present assignment shall be borne by H.E.F. SAS.

#### ARTICLE 5. EXECUTION DATE

The execution date is the date of signature of the present deed.

#### ARTICLE 6. NON WAIVER CLAUSE

No waiver, omission or delay on the part of any Party in exercising any right, option or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, option or power preclude any other or further exercise thereof, or the exercise of any other right, option or power hereunder.

### ARTICLE 7. GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of France.

All disputes arising in connection with this Agreement shall be finally settled by the Commercial Court of St-Etienne.

FOR H.E.F. USA

Pierre MAS

FOR H.E.F

Georges CROS

Witness

Thierry DECHAVANNE

# APPENDIX 1 LIST OF PATENT AND TRADEMARKS

#### **PATENT**

- US patent N°6 746 546 called "Low temperature nitriding salt and method of use"

#### **TRADEMARKS**

"RE-NU" - in Canada (TMA483891) "RE-NU" - in Europe -CTM (185827) "RE-NU" - in USA (2018856)

"RE-NU GOLD" - in USA (2055189)

"SBN" - in Europe-CTM (40543)

"KQ-500"- in canada (TMA347887) "KQ-500"- in USA(1384870)

"NU-TRIDE" in canada (TMA474925)
"NU-TRIDE" in Europe CTM (40568)
"NU-TRIDE" in USA (1779401)

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RECORDED: 08/23/2011

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