

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368957

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CONSTELLIUM FRANCE		12/18/2015	Société Par Actions Simplifiée: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Constellium Neuf-Brisach		
<b>Street Address:</b>	Z.I.P. Rhénane Nord, R.D. 52		
<b>City:</b>	Biesheim		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	68600		
<b>Entity Type:</b>	Société Par Actions Simplifiée: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86457731	KOOL X	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8602860115		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(860)286-2929		
<b>Email:</b>	TM-CT@cantorcolburn.com		
<b>Correspondent Name:</b>	George A. Pelletier, Jr.		
<b>Address Line 1:</b>	Cantor Colburn LLP		
<b>Address Line 2:</b>	20 Church Street, 22nd Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-3207		
<b>ATTORNEY DOCKET NUMBER:</b>	GER2590AUS		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	George A. Pelletier, Jr.		
<b>Address Line 1:</b>	Cantor Colburn LLP		
<b>Address Line 2:</b>	20 Church Street, 22nd Floor		
<b>Address Line 4:</b>	Hartford, CONNECTICUT 06103-3207		
<b>NAME OF SUBMITTER:</b>	George A. Pelletier, Jr.		
<b>SIGNATURE:</b>	/gapjr/		

OP \$40.00 86457731

<b>DATE SIGNED:</b>	01/13/2016
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**Total Attachments: 3**  
source=Assignment of U.S. App. No. 86457731 from Constellium France to Constellium Neuf-Brisach#page1.tif  
source=Assignment of U.S. App. No. 86457731 from Constellium France to Constellium Neuf-Brisach#page2.tif  
source=Assignment of U.S. App. No. 86457731 from Constellium France to Constellium Neuf-Brisach#page3.tif

## ASSIGNMENT OF TRADEMARK

This **ASSIGNMENT OF TRADEMARK** (the “**Agreement**”) is made effective as of this 18th <sub>day</sub> of december 2015, by and between:

**Constellium France**, a Société par Actions Simplifiée organized under the laws of France, having its principal offices at 40-44 rue Washington, 75008 Paris, France, and registered in the Commercial Register in France under No. 672 014 081 RCS Paris

(hereinafter “Assignor”),

And

**Constellium Neuf-Brisach**, a Société par Actions Simplifiée organized under the laws of France, having its principal offices at ZIP Rhenane Nord RD 52, 68600 Biesheim, France, and registered in the Commercial Register in France under No. 807 641 360 RCS Paris, (hereinafter “Assignee”).

**Assignor** and **Assignee** are being referred to below, individually as “Party” and together as “Parties.”

### PREAMBLE

**WHEREAS**, Assignor, is the owner of the mark KOOL X in U.S. Application No. 86457731 for “Aluminum and its alloys; sheets and plates of aluminum for the automotive industry” in International Class 6, and “Heat exchangers for motor vehicles” in Class 11 (hereinafter the “Application”);

**WHEREAS**, Assignee, is desirous of acquiring the Application, together with all of Assignor’s right, title and interest in and to the mark KOOL X (“Mark”), as well as the entire business to which the Mark pertains.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

#### 1. ASSIGNMENT AND TRANSFER

Assignor hereby assigns to Assignee all of Assignor’s rights in the Application, all of Assignor’s right, title, and interest in and to the Mark, together with the entire business to which the Mark pertains as required by 15 U.S.C. §1060, and with the right to recover and have damages and profits for past infringement, if any.

## 2. NO WARRANTIES

No warranties, indemnities, representations or undertakings, expressly or implied, are made hereunder by any Party, unless expressly stated herein. In particular, it is neither represented nor warranted that no claims will be made against another by third parties for infringement of their rights.

## 3. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof at the date of this Agreement and supersedes all prior written or oral agreements and understandings of the Parties.

## 4. MISCELLANEOUS

- 4.1 No amendment, waiver or variation to this Agreement shall be binding and effective, unless it is in writing and signed by duly authorized representatives of both Parties.
- 4.2 No person other than the Parties hereto shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties hereto any rights, benefits or remedies.
- 4.3 Any provision in this Agreement prohibited by the applicable law or by court decree shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement, and this Agreement shall be construed as if such prohibited provision had never been contained herein. However, the Parties hereby agree to negotiate an equitable amendment of this Agreement if a material provision is adversely affected.
- 4.4 No failure of a Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Assignment (each a **“Right”**) will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right.

## 5. COUNTERPARTS

The Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

## 6. GOVERNING LAW

The Parties agree that this Agreement shall be governed, construed and interpreted in accordance with the laws of France.

The courts of France shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it. Accordingly, any proceeding arising out of or in connection with this Agreement and the documents to be entered into pursuant to it shall be brought to such courts.

IN WITNESS WHEREOF, the Parties hereto, through their authorized representatives, have executed duplicated copies of this Agreement.

**Constellium France,**  
Assignor

**Constellium Neuf-Brisach,**  
Assignee

Signature:           *CHENON*          

Signature:           *JB*          

Name: HENON Christine \_\_\_

Name: BUTRUILLE Jean-Rémi

Title: Intellectual Property Manager\_

Title: Intellectual Property Officer\_