

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM384735

<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>
Trex Enterprises Corporation		12/31/2015	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fantom Materials, Inc.		
<b>Street Address:</b>	3038 Aukele Street		
<b>City:</b>	Lihue		
<b>State/Country:</b>	HAWAII		
<b>Postal Code:</b>	96766		
<b>Entity Type:</b>	Corporation: HAWAII		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3645445	CVC SIC	
<b>Registration Number:</b>	4029052	CVC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	mfriscia@mccarter.com, mpasapane@mccarter.com, kknoll@mccarter.com		
<b>Correspondent Name:</b>	Michael R. Friscia		
<b>Address Line 1:</b>	McCarter & English, LLP		
<b>Address Line 2:</b>	100 Mulberry Street, Four Gateway Center		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>NAME OF SUBMITTER:</b>	Michael R. Friscia		
<b>SIGNATURE:</b>	/Michael R. Friscia/		
<b>DATE SIGNED:</b>	05/18/2016		
<b>Total Attachments: 10</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”) dated as of December 31, 2015 (the “Effective Date”), by and between Trex Enterprises Corporation (“Seller”), TP Research Hawaii, LLC (“TP Research”) and Fantom Materials, Inc. (“Purchaser”).

### RECITAL

Purchaser, Seller and TP Research have entered into an Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which Seller will (i) sell, convey, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire from Seller, the Assets other than the Excluded Assets, and (ii) delegate Seller’s obligations and duties under the Assets (but not the Excluded Liabilities), including in, to and under the contracts set forth on **Schedule 1** attached hereto, the leased real estate leases set forth on **Schedule 2** attached hereto, the Intellectual Property set forth on **Schedule 3** attached hereto, and the other intangible assets, in each case, which constitute part of the Assets (the “Intangible Assets”), all as defined and specified in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Assignment. As of the Effective Date, Seller hereby sells, assigns, conveys, transfers and delivers to Purchaser, its successors and assigns all of Seller’s right, title and interest in and to the Intangible Assets all in accordance with the Purchase Agreement.
2. Assumption. As of the Effective Date, Seller delegates to Purchaser all of Seller’s limited liabilities, obligations and duties arising under the Intangible Assets all in accordance with the Purchase Agreement; provided, however, such delegation shall not under any circumstance include any Excluded Liability.
3. Further Assurances. In furtherance of the foregoing, Seller agrees that it will, at any time and from time to time, on and after the Closing Date, upon reasonable request of Purchaser, do or cause to be done all such further acts and things and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all papers, documents, instruments, agreements, assignments, transfers, assurances and conveyances as may be necessary or desirable to carry out and give effect to the provisions and intent of the Purchase Agreement and this Agreement.
4. Effectiveness. The assignments and assumptions shall be effective only to the extent permitted by the applicable contracts.

5. Purchase Agreement Controlling. It is acknowledged and agreed that nothing contained herein shall be deemed to amend, limit or modify the representations and warranties or the rights and remedies of the parties under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. Capitalized Terms. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Purchase Agreement.

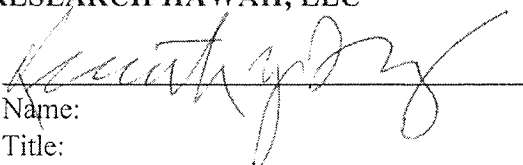
*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**TREX ENTERPRISES CORPORATION**

By:   
Name:  
Title:

**TP RESEARCH HAWAII, LLC**

By:   
Name:  
Title:

**FANTOM MATERIALS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first above written.

**TREX ENTERPRISES CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TP RESEARCH HAWAII, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**FANTOM MATERIALS, INC.**

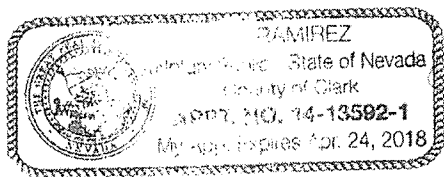
By: Wicki Fischer  
Name: WICKI FISCHER  
Title: CEO

STATE OF Nevada  
COUNTY OF Clark

:  
: SS  
:

On this the 31<sup>st</sup> day of December, 2015, before me a Notary Public, the undersigned officer, personally appeared Kenneth Yukimasa Tsuy on behalf of the TREX ENTERPRISES CORPORATION, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Notary Public

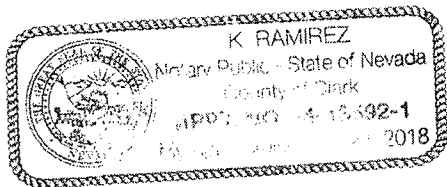
My Commission Expires:

STATE OF Nevada  
COUNTY OF Clark

:  
: SS  
:

On this the 31<sup>st</sup> day of December, 2015, before me a Notary Public, the undersigned officer, personally appeared Kenneth Yukimasa Tsuy on behalf of the TP RESEARCH HAWAII, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Notary Public

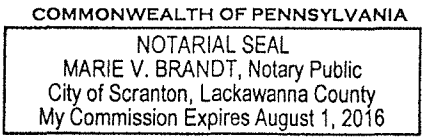
My Commission Expires:

STATE OF Pennsylvania  
COUNTY OF Lackawanna

:  
: SS  
:

On this the 31 day of December, 2015, before me a Notary Public, the undersigned officer, personally appeared Vicki Fischer on behalf of the FANTOM MATERIALS, INC., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Marie V Brandt  
Notary Public

My Commission Expires: 8/1/16



Schedule 1

<b>Contract Number</b>	<b>Agency</b>	<b>Expiration</b>
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	MDA	May 13, 2017
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\* Novation of the contract will be subject to the consent and approval of the Missile Defense Agency.

	NASA	December 17, 2017
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\*\* Phase II proposal written and submitted to contracting government agency

<b>Agreement</b>	<b>Vendor</b>	<b>Expiration</b>
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Air Conditioning		
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In addition, there are Non-Disclosure Agreements in place with the following entities, copies of which have been provided to the Buyer:

Executed copies provided:



Attempting to locate executed copies:



Employee Invention and Proprietary Information Agreement between Seller and the following employees or former employees:



Schedule 2

**Location**

**Landlord**

**Expiration**

[REDACTED]

[REDACTED]

June 30, 2016

This lease will be assigned to the Buyer as of the Closing Date.

[REDACTED]

[REDACTED]

Holdover

**Schedule 3**

UNITED STATES TRADEMARKS

Registration No.	Word Mark
3645445	CVC SiC
4029052	CVC

UNITED STATES PATENTS (**Expired**)

Patent No.	Issued	Title
5,154,862	10/13/92	Method of Forming Composite Articles from CVD Gas Streams and Solid Particles of Fibers
5,348,765	09/20/94	Method of Forming Composite Articles from CVD Gas Streams and Solid Particles or Fibers

UNITED STATES PATENT APPLICATIONS

Application No.	Filed	Title
12/799,599 #	04/27/10	Radiation Coating for Silicon Carbide Components
13/065,042 #	03/10/11	Honeycomb Composite Silicon Carbide Mirrors and Structures
14/120,042	07/28/14	Process for Machining Triple Graded CVC-CVC-CVC SiC Products
62/124,231 *	12/12/14	Process for Making Low Resistivity CVC
62/124,232 *	12/12/14	Near Net Shape Ring Fabrication
62/125,726 ^	01/28/15	Diffusion Bonded CVC SiC for Large UVIOR Telescope Mirror Systems and Structures

# [REDACTED]

\* Utility application filed 12/12/15

^ Utility application to be filed by 1/28/16

Certain of the technology developed by the Advanced Material Division has been developed under US Government contracts with Trex Enterprises Corporation. Trex retained rights to commercialization of technology developed under these contracts; these rights will be assigned to the Buyer. The US Government's rights to technology developed under these contracts are governed by these contracts.