

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ERACHEM COMILOG, INC.		10/27/2016	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Compagnie Minière de l'Ogooué		
Street Address:	Zone Industrielle Moanda,		
City:	BP 2728 Moanda		
State/Country:	GABON		
Entity Type:	Société Anonyme (Sa): GABON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1550533	THE MANGANESE SOURCE	
CORRESPONDENCE DATA			
Fax Number:	7036850573		
<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>			
Phone:	7035212297		
Email:	ryan.carter@young-thompson.com		
Correspondent Name:	Young & Thompson		
Address Line 1:	209 Madison Street		
Address Line 2:	Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0512-10185-MISC		
NAME OF SUBMITTER:	Jeffrey M. Goehring		
SIGNATURE:	/Jeffrey M. Goehring/		
DATE SIGNED:	11/21/2016		
Total Attachments: 2			
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OP \$40.00 1550533

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT made as of the 27th day of October, 2016, by and between

ERACHEM COMILOG, INC.

A US Corporation company organized under the laws of Maryland whose registered address is 610 Pittman Road, Baltimore MD 21226, USA (hereunder called "Assignor")

on the one hand,

AND

Compagnie Minière de l'Ogooué

A 'Société anonyme' organized under the laws of Gabon whose registered address is Zone Industrielle Moanda, BP 2728, Moanda, Gabon (hereunder called "Assignee")

on the other hand,

WHEREAS, the Assignor is the sole owner of all right, title and interest to and in the US trademark "THE MANGANESE SOURCE" filed under No. 73764998 on 21 November 1988, registered under No. 1550533 on 1st August 1989 and lastly renewed on 1st August 2009 for classes 40 and 42, services (the "Trademark"); and

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged by the Assignor and the Assignee, the Assignor hereby sells, assigns, transfers and sets over to the Assignee all right, title and interests in and to the Trademark, together with the past, present and future goodwill symbolized or associated with the Trademark, including any renewals, extensions, divisional and continuations thereof and the right to protect and defend said Trademark and to sue and recover damages for past, present and future infringement of said Trademark.

The Assignee hereby grants to the Assignor a non-transferable, non-exclusive, royalty-free license (with the right to grant sublicenses solely to any of Erachem Mexico, S.A. de C.V, Eramet Comilog Chemicals Spri, Comilog U.S., Inc. and Guangxi Eramet Comilog Chemicals Co. Ltd, for so long as such entities remain affiliates of the Assignor) to use the Trademark in its business in the manner in which it was used immediately prior to the date hereof (the "License"). The License and all sublicenses granted under it shall automatically terminate upon Assignor ceasing to be controlled by or under common control with the Assignee, it being understood that "control" of a corporate body, legal entity or other person shall mean the power to direct or cause

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the direction of the management or policies of such corporate body, legal entity or other person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

The Assignor agrees to execute and deliver such other documents and to take all such other actions as Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

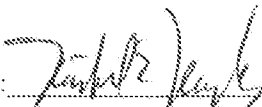
This Assignment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of Gabon, and any contestation regarding the interpretation, validity and/or execution thereof shall be referred to the relevant Courts of Libreville (Gabon).

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

The Assignor hereby authorizes, and all powers are given to, bearers of a copy hereof to proceed with the recordal of the Assignment of the Trademark with the United States Patent and Trademark Office (and the corresponding entities or agencies in any applicable foreign countries or multinational authorities), to record the Assignee as the assignee and owner of the Trademark.

This Assignment may be executed in any number of counterparts, and by the Parties on different counterparts but shall not be effective until all Parties have executed at least one counterpart. Each counterpart shall be deemed an original and all counterparts shall together constitute a single agreement.

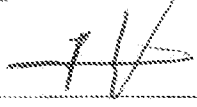
ERACHEM COMILOG, INC.

By: 

Printed Name: Michael E. Manley

Title: CEO

Compagnie Minière de l'Ogooué

By: 

Printed Name: Hervé Montégu

Title: Directeur Général