

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	ASSIGNMENT				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Element Six (Trade Marks)</td> <td>08/12/2012</td> </tr> </tbody> </table>		Name	Execution Date	Element Six (Trade Marks)	08/12/2012
Name	Execution Date				
Element Six (Trade Marks)	08/12/2012				
RECEIVING PARTY DATA					
Name:	Element Six Abrasives S.A.				
Street Address:	9 Rue Sainte Zithe				
City:	Luxembourg				
State/Country:	LUXEMBOURG				
Postal Code:	L-2763				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13702036</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13702036
Property Type	Number				
Application Number:	13702036				
CORRESPONDENCE DATA					
Fax Number:	3142592020				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Email:	kahonold@bryancave.com				
Correspondent Name:	Benjamin J. Sodey				
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Address Line 4:	St. Louis, MISSOURI 63102				
ATTORNEY DOCKET NUMBER:	PF1008USW0_0345523				
NAME OF SUBMITTER:	Benjamin J. Sodey				
Total Attachments: 2 source=Assignment executed_PF1008_E6 Prod to E6 TMs_Abrasives#page1.tif source=Assignment executed_PF1008_E6 Prod to E6 TMs_Abrasives#page2.tif					

CH \$40.00 13702036

ASSIGNMENT

PARTIES:

- (1) **Element Six (Production) (Pty) Ltd** of 1 Debid Road, Nuffield, Springs, South Africa and registered in South Africa under number 60/04396/07 (the "ASSIGNOR")
- (2) **Element Six (Trade Marks)** of Shannon Airport, County Clare, Ireland, and registered in Ireland under number 25542 (the "FIRST-ASSIGNEE")
- (3) **Element Six Abrasives S.A.** of 9 Rue Sainte Zithe L-2763, Luxembourg, and registered in Luxembourg under number B93186 (the "SUBSEQUENT-ASSIGNEE")

1. DEFINITIONS:

- 1.1 "APPLICATION" shall mean, jointly and severally, the following patent application(s) :

Country	Application No. and Application Date (Publication No. and Publication Date)	Inventors	Title	References
GB	1010061.8 filed on 16 June 2010	John James BARRY; Robert FRIES and Maweja KASONDE	Rotary Machine Tools Cutter Elements, Rotary Machine Tools Comprising Same and Method for Making Same	PF1008-GB-0
US	61/355,243 filed on 16 June 2010			PF1008-US-0
GB	1109823.3 filed on 13 June 2011 (GB2481295 published on 21 December 2011)			PF1008-GB-2
WO	PCT/EP2011/059757 filed on 13 June 2011 (WO2011/157667 published on 22 December 2011)			PF1008-WO-0

- 1.2 "INVENTION" shall mean, jointly and severally, the invention or inventions to which the APPLICATION relates.

2. WHEREAS

- 2.1 By a first Deed of Assignment dated 28th June 2011 (the "EFFECTIVE DATE") the ASSIGNOR assigned to the FIRST-ASSIGNEE the ASSIGNOR's property right title and interest in and to: (i) certain Registered Intellectual Property Rights including the APPLICATION (hereinafter collectively and severally "REGISTERED IP RIGHTS"), and (ii) certain unregistered Intellectual Property Rights, and by a subsequent Deed of Assignment dated the EFFECTIVE DATE the FIRST-ASSIGNEE assigned the same to the SUBSEQUENT-ASSIGNEE.

3. IT IS AGREED THAT:

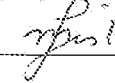
In consideration of the sum of US\$1 (one US dollar) paid by the FIRST-ASSIGNEE to the ASSIGNOR, receipt of which is hereby acknowledged, and the sum of US\$1 (one US dollar) paid by the SUBSEQUENT-ASSIGNEE to the FIRST-ASSIGNEE, receipt of which is hereby acknowledged:

- 3.1 The ASSIGNOR confirms the assignment of and as necessary assigns to the FIRST-ASSIGNEE, from the EFFECTIVE DATE, the ASSIGNOR's right title and interest in the INVENTION and the APPLICATION, and the FIRST-ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, the ASSIGNOR's right title and interest in the INVENTION and the APPLICATION.

- 3.2 The FIRST-ASSIGNEE confirms the subsequent assignment of and as necessary assigns to the SUBSEQUENT-ASSIGNEE, from the EFFECTIVE DATE, the FIRST-ASSIGNEE's right title and interest in the INVENTION and the APPLICATION, and the SUBSEQUENT-ASSIGNEE confirms its acceptance of, and as necessary accepts, from the EFFECTIVE DATE, the FIRST-ASSIGNEE's right title and interest in the INVENTION and the APPLICATION.
- 3.3 The assignments of right title and interest in the INVENTION and the APPLICATION in clauses 3.1 and 3.2 include without limitation:
 - (a) the right to apply for and obtain patents in respect of the INVENTION in any country in the world;
 - (b) all right title and interest in the APPLICATION and all patent applications, patents and supplementary protection certificates which may now or at any time in the future derive or result or claim priority from the same or otherwise relate to the INVENTION, including any divisionals, continuations, reissues, re-examination certificates, extensions, renewals and registrations in relation to any thereof and all and any other rights in the inventions comprised in any of the same (hereinafter collectively and severally "the PATENT RIGHTS");
 - (c) the benefit of all priority dates;
 - (d) the right to seek and to obtain registrations in any country in the world in respect of any patent deriving from the APPLICATION or otherwise included in the PATENT RIGHTS;
 - (e) the right to sue for and obtain injunctive relief, damages and all other relief in respect of any infringement or misuse (whether past present or future) of any of the PATENT RIGHTS or of the rights conferred by the publication of any of the same.
- 3.4 For the avoidance of doubt, the parties confirm that the right title and interest in the INVENTION and the APPLICATION of the current joint applicant Element Six Limited are not affected by this assignment.
- 3.5 This Assignment shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts in respect of any dispute relating to this Assignment.

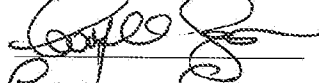
Signed on behalf of the ASSIGNOR

Element Six (Production) (Pty) Ltd of 1 Debid Road, Nuffield, Springs, South Africa

Signature: 
 Name: M.L. Fick
 Position: Director
 Date: 13/05/2012

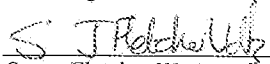
Signed on behalf of the FIRST-ASSIGNEE

Element Six (Trade Marks) of Shannon Airport, County Clare, Ireland

Signature: 
 Name: CARMELO SEXTON
 Position: Director
 Date: 12/8/12

Signed on behalf of the SUBSEQUENT-ASSIGNEE:

Element Six Abrasives S.A. of 9 Rue Sainte Zithe L-2763, Luxembourg

Signature: 
 Name: Susan Fletcher Watts
 Position: Authorised Signatory
 Date: 17 August 2012