

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298196

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
TUFFALOY PRODUCTS, INC.		02/14/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHERBROOKE CORPORATION		
<b>Doing Business As:</b>	SHERBROOKE METALS CORP.		
<b>Street Address:</b>	36490 Reading Avenue		
<b>City:</b>	Willoughby		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44094		
<b>Entity Type:</b>	CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	71450510	ELKONITE	
<b>Serial Number:</b>	71250685	ELKONITE	
<b>Serial Number:</b>	73456977	THERMKON	
<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 via US Mail.</i>			
<b>Phone:</b>	2163391111		
<b>Email:</b>	suzann@themoskowitzfirm.com		
<b>Correspondent Name:</b>	Suzann R. Moskowitz		
<b>Address Line 1:</b>	3151 Coleridge Rd.		
<b>Address Line 4:</b>	Cleveland Heights, OHIO 44118		
<b>ATTORNEY DOCKET NUMBER:</b>	SSRL		
<b>NAME OF SUBMITTER:</b>	Suzann Moskowitz		
<b>SIGNATURE:</b>	/Suzann Moskowitz/		
<b>DATE SIGNED:</b>	03/14/2014		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (the “**Agreement**”) is made effective as of the \_\_\_\_\_ day of February, 2014 (the “**Effective Date**”) by and between **TUFFALOY PRODUCTS, INC.** (“**Assignor**”) and **SHERBROOKE METALS CORP.** (“**Assignee**”).

### BACKGROUND

The parties entered into that certain Sale Agreement dated February \_\_\_\_\_, 2014, pursuant to which Assignor assigns and intends to assign to Assignee all rights Assignor has or may have in the intellectual property described below.

The present Agreement is intended to further reflect such assignment so that such assignment may be separately recorded.

NOW, THEREFORE, for Ten Dollars (US\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

### AGREEMENT

#### 1. Definitions

- a. “**Trademarks**” means the trademarks, service marks, trade dress, logos, assumed names, trade names, and corporate names, the common law rights associated therewith, and all applications, registrations, and renewals in connection therewith identified in the attached Exhibit A, and the goodwill in the Trademarks which Assignor has or may have.

#### 2. Trademarks

- a. Assignor hereby irrevocably and unconditionally sells, transfers, conveys, assigns, delivers and quitclaims to Assignee, and Assignee hereby accepts, (i) all worldwide right, title and interest Assignor has or may have in and to the Trademarks along with any priorities, rights or registrations resulting therefrom, (ii) together with all the goodwill of the business associated therewith and symbolized thereby, (iii) the trademark registrations and trademark registration applications for the Trademarks, (iv) all common law rights associated therewith, and, (v) for any pending U.S. trademark applications among the Trademarks which as of the Effective Date are “intent-to-use” applications, including that portion of the business to which the such trademarks pertain.

#### 3. Recovery of Damages and Other Relief

- a. The rights assigned herein include any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including the right to seek and obtain equitable or injunctive relief, arising from infringement of the rights by a third party as fully and entirely as the rights would have been held and enjoyed by Assignor had this assignment not been made.

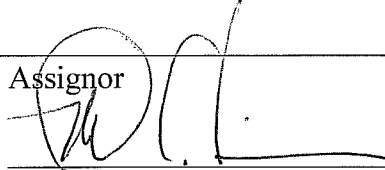
4. Further Cooperation

- a. Assignor agrees to execute any documents and to take all reasonable actions reasonably necessary to effect the transfer of the Trademarks and for any legitimate purpose related thereto in the future.

5. Miscellaneous

- a. This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein.
- b. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of South Carolina, and shall be binding upon the parties hereto in the United States and worldwide.
- c. Assignee acknowledges and agrees that it is being assigned the Trademarks in their **AS IS, WHERE IS** CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY NATURE, EXPRESS OR IMPLIED BY ASSIGNOR, INCLUDING WITHOUT LIMITATION, TITLE, POSSESSION, QUIET ENJOYMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR NONINFRINGEMENT and Assignee acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Trademarks as Assignee deemed necessary or appropriate for the purposes of this Agreement.
- d. **THERE ARE NO WARRANTIES BY ASSIGNOR RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS ASSIGNMENT.**
- e. The individual executing this Agreement under seal on behalf of Assignor represents that he/she has the requisite company authority to enter into this Agreement.
- f. All Exhibits and attachments to this Agreement are incorporated herein.
- g. This Agreement may be executed in any number of counterparts and, and any party hereto may execute any such counterpart, each of which when executed and delivered shall constitute an original and all such counterparts together shall constitute but one and the same instrument.

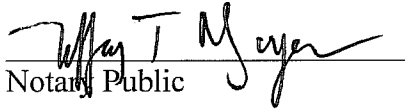
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Assignor  
  
\_\_\_\_\_ (seal)  
Tuffaloy Products, Inc.

STATE OF SOUTH CAROLINA)  
COUNTY OF GREENVILLE)

On this 14 day of February, 2014 before me appeared Michael S. Simmons, the President of Tuffaloy Products, Inc., the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Assignor.

**My Commission Expires  
August 27, 2014**

  
Notary Public

My Commission Expires: \_\_\_\_\_

Assignee  
\_\_\_\_\_  
\_\_\_\_\_ (seal)  
Sherbrooke Metals Corp.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of February, 2014 before me appeared \_\_\_\_\_, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Assignee.

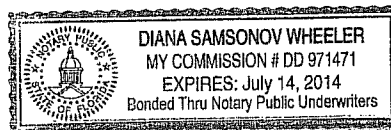
My Commission Expires: \_\_\_\_\_

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

Assignor
_____(seal)
Tuffaloy Products, Inc.
STATE OF SOUTH CAROLINA) COUNTY OF GREENVILLE)
On this _____ day of February, 2014 before me appeared Michael S. Simmons, the President of Tuffaloy Products, Inc., the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Assignor.
_____ Notary Public
My Commission Expires: _____

Assignee
<u>Randolph A. Spoth, CEO</u> (seal)
Sherbrooke Metals Corp.
STATE OF <u>Florida</u> ) COUNTY OF <u>Sarasota</u> )
On this <u>14</u> day of February, 2014 before me appeared <u>Randolph Spoth</u> , the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the Assignee.
<u>Diana S. Wheeler</u> My Commission Expires: <u>7/14/14</u>
Notary Public



**EXHIBIT A**

**REGISTERED IP AND TRADEMARKS**

	<b>Description</b>	<b>IP Type</b>	<b>Registration Num</b>	<b>Serial Num</b>	<b>Country</b>	<b>Status</b>
1	ELKONITE	Trademark	399945	71/450510	United Stat	Registered/Granted
2	ELKONITE	Trademark	234831	71/250685	United Stat	Registered/Granted
3	THERMKON	Trademark	1354948	73456977	United Stat	Registered/Granted
4	ELKONITE	Trademark	397825	668782	Canada	Registered/Granted
5	THERMKON	Trademark	398267	668776	Canada	Registered/Granted
6	ELKONITE	Trademark	12722490		China	Pending
7	ELKONITE	Trademark	12722491		China	Pending