

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
ARJOWIGGINS		10/26/2010	COMPANY: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARJOWIGGINS ARCHES		
<b>Street Address:</b>	48 route de Remiremont		
<b>City:</b>	88380 Arches		
<b>State/Country:</b>	FRANCE		
<b>Entity Type:</b>	COMPANY: FRANCE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2024900	JOHANNOT	
Registration Number:	1969684	MOULIN DU GUE	
Registration Number:	1302573	ARCHES	
Registration Number:	1751203		
Registration Number:	3329188		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)646-8646		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	6176468000		
<b>Email:</b>	drwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	A0991.40000US00		
<b>DOMESTIC REPRESENTATIVE</b>			

**OP \$140.00 2024900**

**900183400**

**TRADEMARK  
 REEL: 004469 FRAME: 0528**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Douglas R. Wolf

Signature:

/drw/

Date:

02/08/2011

Total Attachments: 4

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DATED OCTOBER 26, 2010

**ARJOWIGGINS**

**-AND-**

**ARJOWIGGINS ARCHES**

**ASSIGNMENT OF TRADEMARKS**

**THIS DEED OF ASSIGNMENT IS MADE ON OCTOBER 26, 2010**

**BETWEEN :**

- (1) **ARJOWIGGINS** a company registered in France whose registered office is 20 rue Rouget de Lisle, 92130 Issy-les-Moulineaux, France  
("AW")
  
- (2) **ARJOWIGGINS ARCHES** a company registered in France whose registered office is at 48 route de Remiremont, 88380 Arches, France  
("AW ARCHES")

**RECITALS :**

- (A) AW ARCHES is a fully owned subsidiary of ARJOWIGGINS, a French company limited by shares ;
- (B) AW is the legal and/or beneficial owner of the Intellectual Property Rights relating to the trademarks listed in APPENDIX A, registered for products of International class 16 (the "Trademarks") ;
- (C) AW has reorganised its activities and has made a transfer of assets to AW ARCHES, said assets including all the trademarks related to AW ARCHES activities ;
- (D) It has appeared the Trademarks, even relating exclusively to the AW ARCHES' business, were omitted in the list of the Intellectual Property Rights previously transferred by AW to AW ARCHES ;
- (E) In order to preserve AW ARCHES's rights on all the trademarks it uses in the course of its business, it has been agreed that AW will assign to AW ARCHES all its rights, title and interest in the Trademarks pursuant to the conditions stated herein.

**IT IS AGREED :**

**ARTICLE 1 – ASSIGNMENT**

- 1.1 AW hereby assigns to AW ARCHES, with effect from the date hereof, with full title guarantee, all its rights, title and interests in the Trademarks including all statutory and common-law rights attached thereto and all rights to sue for damages and other remedies of past infringements or misuse thereof.

- 1.2 AW confirms that this Assignment is made with the goodwill attached to the Trademarks.
- 1.3 AW shall, at the request and cost of AW ARCHES and so far as each is able, do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as may reasonably be required by AW ARCHES to properly vest all its right, title and interest in the Trademarks and the right to sue for damages and other remedies in respect of past infringement or other misuse of the same in AW ARCHES as beneficial owner.

**ARTICLE 2 – PRICE**

This Assignment is made for free, as a regularization of the assets transfer mentioned in the recitals here above.

**ARTICLE 3 – WARRANTY**

This Assignment is made without any other guarantee than that of the material existence and the valid registration of the Trademarks at the date hereof.

**ARTICLE 4 – LAW / JURISDICTION**

The law of France shall govern this Assignment and the Courts of Paris shall be competent to settle any dispute related to it and not settled amicably.

All powers are hereby given to the bearer of an original thereof to proceed to its record at the Trademark Office.

**IN WITNESS** thereof the parties have executed this Assignment in Paris on the day and year first above mentioned.

**BY**  
For ARJOWIGGINS

**BY**  
For ARJOWIGGINS ARCHES

## APPENDIX A

COUNTRY	TRADEMARK	N°
USA	JOHANNOT	2 024 900
USA	MOULIN DU GUE	1 969 684
USA	ARCHES	1 302 573
USA	INFINI	1 751 203
USA	PINCEAU ARCHES	3 329 188