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11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 **CHEMEON SURFACE TECHNOLOGY,**
14 **LLC**, a Nevada limited liability company,

15 Plaintiff,

16 v.

17 **METALAST INTERNATIONAL, INC.**, a
18 Nevada corporation; **METALAST, INC.**, a
19 Nevada corporation; **SIERRA DORADO, INC.**, a
20 Nevada corporation; **DAVID M. SEMAS**, an
21 individual; **GREG D. SEMAS**, an individual; and
22 **WENDI SEMAS-FAURIA**, an individual.

23 Defendants.

Case No.: 3:15-cv-00294-MMD-VPC

FIRST AMENDED COMPLAINT
DEMAND FOR JURY

23 Plaintiff CHEMEON Surface Technology, LLC (“Plaintiff” or “CHEMEON”), by and
24 through its counsel, Holland & Hart LLP, for its First Amended Complaint against Defendants
25 Metalast International, Inc., Metalast, Inc., Sierra Dorado, Inc., David M. Semas, Greg D. Semas,
26 and Wendi Semas-Fauria (collectively referred to as, “Defendants”), states and alleges as follows:
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28

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NATURE OF THE ACTION

1
2 1. Plaintiff seeks injunctive, declaratory, equitable, and monetary relief against
3 Defendants for trade secret misappropriation, declaratory judgment of no trademark infringement,
4 cancellation of trademark, common law trademark infringement, copyright infringement,
5 intentional interference with prospective economic advantage, unfair competition, deceptive trade
6 practices, unjust enrichment, breach of fiduciary duty, breach of operating agreement, contractual
7 breach of implied covenant of good faith and fair dealing, tortious breach of implied covenant of
8 good faith and fair dealing, conversion, civil conspiracy, and breach of contract.

THE PARTIES

9
10 2. Plaintiff CHEMEON Surface Technology, LLC, is a Nevada limited liability
11 company with its principal place of business at 2241 Park Place Ste B, Minden, Nevada 89423.

12 3. Defendant Metalast International, Inc., is a Nevada corporation with its principal
13 place of business at 2248 Meridian Blvd. Ste. H, Minden, Nevada, 89423 (“MII”).

14 4. Defendant Metalast, Inc., is a Nevada corporation with its principal place of
15 business at 2248 Meridian Blvd. Ste. H, Minden, Nevada, 89423.

16 5. Defendant Sierra Dorado, Inc., is a Nevada corporation with its principal place of
17 business at 2248 Meridian Blvd. Ste. H, Minden, Nevada, 89423.

18 6. Defendant David M. Semas (hereinafter “D. Semas”) is an individual that upon
19 information and belief resides in Gardnerville, Nevada. Upon information and belief, D. Semas is
20 the owner, manager, member, executive or equity owner of the various co-defendant Metalast
21 entities.

22 7. Defendant Greg D. Semas is an individual that upon information and belief resides
23 in San Jose, California. Upon information and belief, Greg D. Semas is the owner, manager,
24 member, executive or equity owner, or other affiliate or representative of the various co-defendant
25 Metalast entities. Greg D. Semas was also a member of Metalast International, LLC.

26 8. Defendant Wendi Semas-Fauria is an individual that upon information and belief
27 resides in Nevada. Upon information and belief, Mrs. Semas-Fauria is the owner, manager,
28 member, executive or equity owner, or other affiliate or representative of the various co-defendant

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1 Metalast entities. Upon information and belief, Mrs. Semas-Fauria is or was an officer of MII and
2 was an officer in Metalast International, LLC. Mrs. Semas-Fauria also was a member of Metalast
3 International, LLC.

4 **JURISDICTION**

5 9. This action arises and is brought under the Declaratory Judgment Act, 28 U.S.C.
6 §§ 1331, 1338, 2201-2202, the Trademark Act, commonly known as the Lanham Act, 15 U.S.C. §
7 1051, *et seq.*, the United States Copyright Act, 17 U.S.C. §101 *et seq.*, the Nevada Uniform Trade
8 Secrets Act (NRS 600A.030, *et seq.*), and other Nevada statutory and common law.

9 10. This Court has supplemental jurisdiction over the factually-related state law claims
10 in this dispute pursuant to 28 U.S.C. §1367.

11 11. This Court has personal jurisdiction over Defendants because Defendants are
12 Nevada corporations and limited liability companies with principal places of business in this State
13 and are individuals who reside in this State.

14 12. On information and belief, Defendant Greg D. Semas is subject to personal
15 jurisdiction in the District of Nevada, consistent with the principles of due process and the Nevada
16 long-arm statute, because Greg D. Semas's actions in Nevada caused damage to and give rise to
17 Plaintiff's claims that occurred in Nevada, including, but not limited to unlawful acquisition and
18 use of CHEMEON's trade secrets.

19 13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because
20 Defendants are subject to personal jurisdiction in this District, and/or a substantial part of the
21 events giving rise to the claims in this action occurred within this District.

22 **GENERAL ALLEGATIONS**

23 14. This litigation arises out of a twenty year history between the individuals and
24 companies at the center of the dispute.

25 15. CHEMEON Surface Technology, LLC, is a Nevada limited liability company.
26 CHEMEON, headquartered in Minden, Nevada, is a business-to-business provider offering metal
27 surface engineering solutions to its global customers.

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1 16. CHEMEON provides metal finishing products including alkaline and acid metal
2 finishing chemistry cleaners, blended alkaline etches, aluminum anodizing chemical deoxidizers,
3 organic and inorganic specialty chemical dyes, and nickel and magnesium sealants. The company
4 offers its products for corrosion resistance, sealing, improving paint adhesion, and coating
5 durability. The company’s products include CHEMEON TCP-HF, an anodizing sealer and
6 CHEMEON AA-200, an anodizing additive. Additionally, it offers surface engineering chemistry
7 development and technical support services. Its services include parts processing, customized
8 technical support, product testing and analyses, research and development, and advanced surface
9 technology training classes.

10 17. Through an asset purchase agreement arising out of a state court receivership
11 action, CHEMEON acquired the assets of a Nevada limited-liability company, now defunct,
12 known as Metalast International, LLC (“Metalast International” and/or “MILLC” and/or “the
13 Company”).

14 **A. METALAST INTERNATIONAL FORMATION AND OPERATIONS**

15 18. D. Semas organized Metalast International in December, 1994, to acquire, develop,
16 market, and license a patent protected and proprietary product and process for anodizing aluminum
17 called METALAST®.

18 19. METALAST® has scientifically demonstrated its ability to generally use less
19 energy than conventional anodizing and accelerate the anodizing process, thus improving
20 productivity (the “METALAST® process”).

21 20. Metalast International’s operating Agreement provided that the Company would be
22 managed by a manager elected annually by a majority of the Common Members (as opposed to its
23 Preferred Members).

24 21. Upon its creation in 1994, Metalast International’s Common Members elected
25 defendant MII as the Company’s manager. The CEO and Chairman of MII was D. Semas.

26 22. In 1995, Metalast International constructed a 17,000 square foot office, warehouse,
27 and technical center in Minden, Nevada, and assembled a team of chemical and software
28 engineers, experts, and scientists.

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1 23. In 1996, Metalast International developed and manufactured one of the first
2 industrial process control systems for anodizing.

3 24. During 1998-1999, the Company began to offer its proprietary and patented
4 anodizing technology to domestic metal finishers including a highly effective chemical additive
5 called METALAST® AA-200, which greatly increased throughput, required less decanting,
6 reduced rejects, enhanced lubricity, decreased surface cracking, and provided a superior and
7 consistent surface finish over all aluminum and titanium substrates.

8 25. By 2002, Metalast International broadened its business with the introduction of a
9 complete line of eighty (80) specialty chemical products for anodizing that included private label
10 manufactured additives (11), cleaners (6), etchants (7), deoxidizers (7), defoamer (1), dyes (42),
11 color enhancements (2), and sealants (4).

12 26. In 2004, the Company was licensed by the Department of Defense, U.S. Navy to
13 formulate, manufacture, sell and distribute Navy TCP (“Trivalent Chromium Process”). The
14 Company improved and enhanced Navy TCP into its own brand called METALAST TCP-HF®.

15 27. The Company also offered engineering, design, and manufacturing of complete
16 turnkey process lines, training, education, R&D, and technical support to both metal finishers and
17 the manufacturers they support.

18 28. Since its inception through approximately 2012, Metalast International raised and
19 spent over \$125,000,000 in investment equity and debt.

20 29. At all pertinent times, D. Semas and MII knew that, since the creation of Metalast
21 International in December, 1994, the MILLC was the operating entity of the pertinent
22 “METALAST” business.

23 30. The Company website, www.metalast.com, indicated for many years that:

24 Metalast International, LLC (MILLC) is a Nevada limited liability *company* and
25 *is the operating entity of the organization*. Metalast International, Inc. is the
26 manager of the LLC as required by law. *The company and its operations are*
commonly referred to as METALAST.

27 (All emphasis in this document added unless otherwise indicated.)
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31. At all pertinent times, D. Semas and MII knew, and actively promoted to investors and potential investors in the Company, that the Metalast International Operating Agreement provided that D. Semas and MII owed fiduciary duties to the Company.

32. For example, the due diligence packages provided by D. Semas and MII to potential investors from 1995 through at least 2012 included the Company Operating Agreement, which provided:

14.3 Duty of Loyalty and Good Faith. The Manager and the Members of the Company have a *duty of undivided loyalty to the Company in all matter affecting the Company’s interests and are obligated to act in good faith in dealing with the Company and other members.*

33. In a June 26, 2009, letter to the U.S. Securities and Exchange Commission (“SEC”) referring to the MILLC, D. Semas and MII advised the SEC:

At the request of the staff of the Los Angeles Regional Office of the Securities and Exchange Commission (“Commission”) per your letter of July 19, 2009, METALAST International, LLC (“MILLC” of METALAST®), through its Manager METALAST International, Inc. (“MII”) is providing you with answers, documents, and a reply to your request

... *Management has . . . a proper fiduciary on behalf of the MILLC Members. . .*

34. In a September 2009 speech to the MILLC members, D. Semas and MII again emphasized his and MII’s fiduciary duty to the members of the MILLC, which he called “METALAST”:

Annual Member’s Speech – DVD/Video Presentation

1. Good Morning! I’m David Semas, Chairman, CEO and founder of METALAST International, Inc., of “MII,” the *Manager for METALAST International, LLC, or “METALAST.”*

... *[A]s your Manager and as fiduciary on behalf of the LLC Members, I am obligated and both legally and ethically required to keep you fully apprised and informed as to the current status of the Company.*

... *If you are looking where to lay the blame “The Buck Must Stop Here”, with me as your Manager. I stand behind the decisions I have made and take full responsibility for where METALAST sits today.*

35. At all pertinent times, D. Semas and MII knew, and actively promoted to investors and potential investors in Metalast International, that the Company Operating Agreement required

1 the Company, D. Semas, and MII to maintain all Metalast International financial records in
2 compliance with generally accepted accounting principles (“GAAP”).

3 36. For example, the copy of the Company Operating Agreement routinely included by
4 D. Semas and MII in the Company Due Diligence packages provided to potential investors stated
5 “All financial records shall be maintained and reported consistent with generally accepted
6 accounting principles.” Wendi Semas-Fauria, who was the Company’s Vice President of
7 Accounting, was responsible for the Company’s accounting operations and accounting and
8 financial records, supervised and oversaw the Company’s accounting employees, and was in
9 charge of investor relations for the Company.

10 37. Thus, at all pertinent times D. Semas, Wendi Semas-Fauria, and MII knew that they
11 had a duty to protect the Company’s assets and not to spend Company funds on property, such as
12 trademark registrations, owned or to be owned by MII or D. Semas.

13 38. This duty arose from multiple sources, including their fiduciary duty to Metalast
14 International, their duty to maintain Company records in compliance with GAAP, and their
15 contractual and legal obligations such as to accurately report the Company’s income and expenses
16 to Metalast International members and the IRS and to honestly represent ownership of the
17 Company’s METALAST brand and other trademarks and service marks to the SEC and the United
18 States Patent and Trademark Office (“USPTO”).

19 39. From 1995 through 2011, at the direction of D. Semas and MII, federal registrations
20 were applied for in the name of MII, not MILLC, as purported “owner” of the marks, for the logo
21 and the word mark, “Metalast.”

22 40. Nevertheless, consistent with their identification of the MILLC as the operating
23 entity and MII as merely its Manager, D. Semas, Wendi Semas-Fauria, and MII caused the MILLC
24 to: (i) pay the attorney fees, attorney expenses, and filing and maintenance fees for the Metalast
25 word and logo trademark registrations; (ii) record these expenses as MILLC expenses in the
26 MILLC’s financial records; (iii) identify the Metalast word and logo trademarks as MILLC assets
27 in financial statements given to potential investors; (iv) deduct depreciation of the expenditures
28

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1 for the trademark registrations in the MILLC’s IRS tax returns, and (v) expressly report to the SEC
2 that the Metalast Brand and the trademark registrations were paid for and owned by the MILLC.

3 41. D. Semas and MII repeatedly told potential investors, investors, and MILLC
4 members that MILLC was “METALAST” and the user and owner of the word and logo marks as
5 defined below.

6 42. In a 1998 “Investment Brief” to potential MILLC investors, D. Semas and MII
7 explained that the MILLC owned the METALAST technology and owned the exclusive rights to
8 license, distribute, and market the technology as well:

9 **Introduction.** *METALAST International, LLC (the “Company”) owns the*
10 *exclusive worldwide licensing, distribution and marketing right to a new, patent-*
11 *protected and proprietary aluminum anodizing process called “METALAST.”*
12 *The Company was organized in 1994 to market and license METALAST to*
13 *metal finishers currently anodizing aluminum for end-users or manufacturers.*
14 *The METALAST Technology (the “Technology”) is the first anodizing*
15 *technology which provides the benefits of computerized process computerized*
16 *process control supported by a technology center staffed with anodizing and*
17 *metallurgical scientists. . . . The Company believes its Technology and technical*
18 *support capabilities represent the most significant advance in the aluminum*
19 *surface industry in decades.*

20 43. In the MILLC’s August 2000 investment summary provided to potential investors
21 at about that time, D. Semas and MII identified MILLC as “METALAST” and repeatedly
22 emphasized that the MILLC, “METALAST,” has an internationally recognized, premiere, and
23 growing reputation and name:

24 **THE COMPANY**

25 To move anodizing into the 21st century, *METALAST INTERNATIONAL, LLC*
26 *(“METALAST” or the “Company”)* has developed the first sophisticated and
27 programmable anodizing process control computer. *METALAST* has assembled the finest
28 professional and scientific staff and has built the world’s first multi-million dollar technical
and training center dedicated to advancing the state of the art of light metal surface
treatment. With its alliance partner capabilities and its proposed acquisition of a leading
manufacturer of automated metal finishing equipment, *METALAST* is positioned to expand
its products and services greatly. Together with *its growing reputation as the premier*
technology and process control provider in the anodizing industry, the Company intends to
expand its operations to include other aspects of the metal finishing business and automated
processing including metal plating, anodizing, electroplating, E-coat, and circuit board
manufacturing, serving the automotive, electronic, aerospace, marine, telecommunications,
consumer products, and sporting goods industries.

MÉTALAST’s growing internationally recognized reputation for its advanced proprietary
and patented aluminum anodizing surface-treatment technologies, together with the overall
metal finishing automated line manufacturing expertise and credibility of PLASFAB will
propel *METALAST into the forefront of this multi-billion dollar market place.*

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....
... METALAST has accomplished more toward earning industry-wide respect and name and product recognition that any other company before it.

....
... [METALAST management has] launch[ed] the new METALAST ad campaign, 'METALAST meets the Millenium.'

....
In anticipation of significant revenues and profits by 2004, METALAST is positioning itself for either an IPO, or acquisition [by] one of the large international metal finishing companies.

44. In 2004, D. Semas and MII reported to the MILLC Members that "Metalast™" is "our," i.e., the MILLC's, "private label":

METALAST INTERNATIONAL, LLC
Managers Annual Report
"Year In Review"
October 9, 2004

We are providing you with this annual report of METALAST International, LLC ("MILLC" or the "Company") to provide you with a summary of the activities of the Company during the last quarter of 2003 and the first three quarters of 2004.

...

YEAR TO DATE SUMMARY

During the prior year our primary focus was directed toward increasing our sales force Our METALAST™ private label chemical business and our manufacturing PAVCO alliance are taking shape. We [i.e., the LLC] executed final TCP-HP contracts with the Department of Defense, United States Navy in June of this year . . .

45. In fact, that Navy contract was with MILLC, not MII.

46. In a July 2005 Private Placement Memorandum soliciting investment in the MILLC, D. Semas and MII repeatedly explained that the MILLC—again identified as "METALAST"—owned the METALAST technology and brand:

Issuer: Members of METALAST International, LLC ("METALAST" or "Company")

....

METALAST Branding: Management believes that the Company has successfully branded the name METALAST® and perfected its process control technology in preparation for bringing its first product to the mass metal finishing market. The Company has built its technology center, hired and trained qualified scientists, industry experts, formulated chemistry and processed samples for well over 600 companies.

47. In addition, in the risk factors section of this document, MII was not identified as being a competitor or as an owner of any METALAST intellectual property.

1 48. In September 2005, D. Semas and MII reported to the MILLC Members that
2 “METALAST” is the MILLC’s brand and that it would be “very rewarding”:

3 **METALAST INTERNATIONAL, LLC**
4 **Managers Annual Report**
5 **“Year In Review”**
6 **September 19, 2005**

7 We are providing you with this annual report of METALAST International, LLC
8 (“MILLC” or the “Company”) to provide you with a summary of the activities of
9 the Company during the last quarter of 2004 and the first three (3) quarters of
10 2005.

11 **OVERVIEW AND RECAP** The building of *METALAST* and *branding our*
12 *name*, has been a long and tedious journey, but *we believe it will soon prove to*
13 *be very rewarding*. At the end of last year’s Annual [LLC] Members Meeting, I
14 emphasized that *we* were poised, and ready to launch *our* T-REX marketing
15 campaign and to begin to generate significant revenues. . . . In November 2004,
16 T-REX was successfully launched, and to date, *we* have presented *the*
17 *METALAST story* to well over 150 of the leading corporations of America. . . .
18 *Our* audience continues to attend *our seminars* and *our message* is being heard.

19 49. In a June 2009 letter to the SEC, D. Semas and MII advised the SEC that the
20 MILLC had spent over \$44,000,000 “branding the METALAST® name,” building the MILLC’s
21 “reputation,” and “always act[ing] as a proper fiduciary” to the MILLC members:

22 MILLC has spent fourteen (14) years and \$44 million dollars of our
23 investor’s capital in developing products, *branding the METALAST® name* and
24 *building a quality reputation* with manufacturers from around the globe and
25 throughout the metal finishing industry.
26
27 Management has *always acted as a proper fiduciary on behalf of the MILLC*
28 *Members*. . . .

50. D. Semas and MII included this letter in the Due Diligence package sent to
investors soliciting investment in the MILLC in or about July 2009.

51. In the MILLC’s July 2009 Private Placement Memorandum, D. Semas and MII
promoted the investment as being in “the METALAST brand” and repeatedly referred to the
MILLC as “METALAST”:

PRIVATE PLACEMENT MEMORANDUM
METALAST INTERNATIONAL, LLC

METALAST International, LLC, a Nevada limited liability company (the
“Company”) [was] *organized in December 1994 to acquire, develop, market and*
license a patent protected and proprietary process for anodizing aluminum

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1 called METALAST®. METALAST® has scientifically demonstrated its ability to
2 generally use less energy than conventional anodizing and accelerate the
3 anodizing process, thus improving productivity (*the “METALAST® process”*).
4 *The Company* constructed a 17,000 square foot facility technical center in
5 Minden, Nevada (45 miles south of Reno) and assembled a team of chemical and
6 software engineers, experts and scientists. In 1996 METALAST conducted R&D,
7 designed and manufactured one of the first industrial process control systems for
8 anodizing By 2002 *the business* was broadened with the introduction of a
9 complete line of eighty (80) specialty chemical products for anodizing. In 2004,
10 METALAST expanded into all forms of electrochemical processing . . . and was
11 licensed by the DoD, Navy METALAST improved and enhanced Navy
12 TCP into its own brand called METALAST TCP-HF®

13 . . . Proceed of the offering will be used by the Company to . . . provide research
14 and development funds for the continued development of METALAST® products
15 and services

16
17 **Need for Proceeds of Offering:** The Company has limited working capital and
18 has an immediate need for the proceeds of the Offering . . . to finance marketing,
19 advertising, and licensing of its METALAST® Process.

20
21 . . . Management further anticipates that . . . a good portion of aviation and
22 aerospace industries [will] approve or require use of METALAST TCP-HF.
23 Management believes that *as such the METALAST brand* should capture at least
24 a 6% to 10% market share over the next five (5) years.

25 52. In Metalast International’s 2011 Share Purchase Agreement provided to potential
26 investors and signed by D. Semas and MII, D. Semas and MII explained that the Company’s
27 products were “METALAST®” products and that the MILLC’s “METALAST Products” would
28 “further enhance the trademark name METALAST® as a total solutions provider and ‘green’
specialty chemical company”

19 *Metalast International, LLC . . . domestically and internationally provides* specialty
20 chemicals, process control software and hardware, wet process line equipment products,
21 R&D, training and technical support services to companies involved in the metal finishing
22 and believes that its product[s] and technical services including METALAST® TCP-HF;
23 METALAST® TCP-HF EPA, METALAST® OCP 6800 (Zero Chrome Process),
24 METALAST® TCP-NP (No Prep), and METALAST® AA-200 anodizing additive chemical
products, process line manufacturing, technical support, R&D services and *its* problem
solving market approach (“METALAST Products”) will further enhance the trademark
name METALAST® as a total solutions provider and ‘green’ specialty chemical company
to metal finishers, coating processors, manufacturers and those in the global metal finishing
and coatings industry

25 53. A 2011 Investment Summary stated:

26 **COMMON LLC ISSUER:** Metalast International, LLC (“MILLC”;
27 “METALAST®” or the “Company”)

28 . . . The “Better for Industry, Better for the World” tag line identifies the
environmental approach that METALAST has used to effectively brand its name

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1 as the solutions provider to job shops in the metal finishing industry, and to those
2 manufacturers that apply corrosion control techniques or utilize metal finishing
to improve the performance durability and/or appearance of their products.

3 54. The risk factors sections of the Company’s Due Diligence documents never
4 identified MII as presenting an actual or potential competitive or other threat to the MILLC such as
5 by owning trademark registrations or any other aspect of the Company’s business, technology, or
6 intellectual property.

7 55. Contrary to their fiduciary duties to the Company and its members and their many
8 representations to the MILLC members, MILLC creditors, the IRS, and the SEC, D. Semas and
9 MII nevertheless:

- 10 (i) repeatedly executed, and caused to be filed, the required declarations for two of the
11 Metalast trademark registrations, falsely identifying MII as the “applicant” and “owner” of
the Metalast marks; and
- 12 (ii) caused their counsel to repeatedly file such declarations in another five Metalast
13 registration applications.

14 56. D. Semas and MII caused to be filed with the USPTO false statements of continuing
15 “use” and ownership by MII of three of the trademarks at issue (Logos), when in fact they knew
16 that: (i) MILLC was the sole owner and user of these marks; and (ii) under the MILLC Operating
17 Agreement and its fiduciary duty and accounting provisions, the use of these marks, for whose
18 registration the MILLC paid – at Wendi Semas-Fauria’s and D. Semas’ direction – could inure
19 only to the benefit of the MILLC as the sole operating entity.

20 **B. CHEMEON’S OWNERS INVEST HEAVILY IN METALAST INTERNATIONAL**

21 57. Dean Meiling, a principal owner of CHEMEON, first became acquainted with
22 Metalast International in early 1999, while performing due diligence on behalf of a friend. During
23 meetings with D. Semas, Mr. Meiling agreed to invest. By the end of 1999, Mr. Meiling had
24 invested about \$1.2 million via Meiling Family Partners, Ltd., a Colorado limited partnership
25 (investment later transferred to DSM Partners, Ltd.).

26 58. On or about January 8, 2001, Meiling Family Partners further invested in Metalast
27 International, in the form of a loan for \$300,000, evidenced by a promissory note dated January 8,
28 2001 (“2001 Note”).

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1 59. D. Semas individually guaranteed payment of all principal and interest under the
2 2001 Note and agreed to be fully bound to the terms thereof.

3 60. On or about April 2, 2003, Dean Meiling made a \$300,000 loan to the Company,
4 evidenced by a promissory note dated April 2, 2003 (“2003 Note”).

5 61. The 2001 Note and the 2003 Note were assigned and contributed to DSM Partners,
6 Ltd. (“DSM”), a Colorado limited partnership, by Meiling Family Partners and Dean Meiling,
7 respectively.

8 62. On July 3, 2009, DSM loaned \$300,000 to the Company, evidenced by a
9 promissory note-guarantee dated July 3, 2009 (the “July 2009 Note”). As before, D. Semas
10 guaranteed payment of all principal and interest under the July 2009 Note and agreed to be fully
11 bound to the terms thereof.

12 63. On July 31, 2009, DSM made a further loan to the Company of \$1,000,000 and in
13 exchange, the Company executed and delivered to DSM a Senior Unsubordinated Promissory Note
14 dated July 31, 2009, in the original principal sum of \$3,450,588.00, comprising all unpaid
15 principal and accrued interest then outstanding.

16 64. As partial compensation for the Senior Unsubordinated Promissory Note, the
17 Company executed and delivered to DSM a security agreement whereby the Company granted,
18 transferred and assigned to DSM a superior unsubordinated security interest in and to all Collateral
19 defined in the agreement as security for the Company’s repayment of the Senior Unsubordinated
20 Promissory Note.

21 65. In the July 31, 2009, UCC financing statement, the debtor identified as Metalast
22 International, warranted to DSM, as the secured party, that the collateral included “[a]ll of
23 Debtor’s right, title and interest in its intellectual property, copyrights and patents . . . , partnership
24 agreements, accounts receivable, all vendor and sales contracts and all other contracts and
25 agreements,…”

26 66. On or about December 17, 2009, the Company borrowed an additional sum of
27 \$500,000 from DSM, evidenced by the Loan Agreement, Amended and Restated Senior
28 Unsubordinated Promissory Note in the sum of \$3,950,588 (simply referred to as the “Note”), and

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1 Amended and Restated Security Agreement with interest accruing on the Note at the rate of 18%
2 per annum, which represented the outstanding principal balance of the Senior Unsubordinated
3 Promissory Note and the additional \$500,000 loan.

4 67. The Note was due and payable on July 31, 2010, with an option by the Company to
5 extend the maturity date for six months upon certain conditions.

6 68. DSM and the Company amended the Loan Agreement and Note seven times, with
7 the seventh modification occurring on March 1, 2013.

8 69. Pursuant to the seventh loan modification, DSM loaned the Company an additional
9 \$200,000.00, bringing the outstanding unpaid principal balance of the Note to \$9,028,232.57.

10 70. Although the maturity date of the Note was June 30, 2013, the unpaid balance
11 would be accelerated upon the occurrence of an event of default.

12 71. An event of default occurs upon, inter alia, the “admission by [Metalast
13 International] in writing of its inability to pay its debts generally as they become due.”

14 72. On April 3, 2013, D. Semas, then Chairman, President, Chief Executive Officer and
15 Member of Metalast International, informed Dean Meiling in writing as follows:

16 As I stated last month I will either get the funds in place to sustain the business
17 or not. Unfortunately I have been unsuccessful in arranging for additional funds
18 in time to make payroll. I sat down with all employees on Monday and told them
19 we could not make payroll ... Several employees will probably leave in a few
days and the others will likely stay if the Company can make payroll good before
[April] 15th.

20 73. Prior to D. Semas’s admission that the Company was unable to pay its debts as they
21 became due, the Company’s financial documents also revealed the imminent or existing
22 insolvency.

23 **C. COMPANY’S INSOLVENCY FORCES RECEIVERSHIP ACTION IN STATE**
24 **COURT**

25 74. On April 16, 2013, DSM filed an action seeking the appointment of a receiver for
26 Metalast International.

27 75. On April 25, 2013, the Ninth Judicial District Court appointed a receiver to (1) take
28 possession of Metalast International’s property; (2) preserve and maintain the Company’s

1 property; (3) bring suit in his own name without further leave of court as the receiver deems
2 necessary to protect, preserve, and maintain the rights, privileges and property of the receivership
3 estate; (4) surrender secured collateral if it is in the best interests of the creditor; and (5) implement
4 a smooth procedure and accomplish the transition of assets to secured creditors in order to preserve
5 value.

6 76. The receiver reported that approximately 1,000 members of Metalast International
7 had contributed more than \$95 million, the accumulated losses exceeded \$119 million, and the
8 accounts payable to its vendors, landlord, suppliers, and employees totaled nearly \$1 million.

9 77. In yet a further blatant act of self-dealing and violation of their fiduciary obligations
10 and their representations to the Company members and creditors, the SEC, and IRS, D. Semas, on
11 behalf of MII, assigned all seven of the Metalast registrations *to himself* on May 7, 2013—while
12 the insolvency proceeding was pending. He then had his counsel record these knowingly incorrect
13 and unlawful documents with the USPTO on March 21, 2014.

14 78. The receiver reported that there was evidence of self-dealing by the executives of
15 the Company in the form of excessive perquisite benefits, large travel and entertainment expenses,
16 and reimbursements. These self-dealing executives, included, but were not limited to, D. Semas,
17 Greg D. Semas and Wendi Semas-Fauria in her role as Vice President of Accounting at Metalast
18 International, LLC, whereby she approved the payments of these excessive benefits and expenses.

19 79. At deposition in this matter, Wendi Semas-Fauria testified that she was aware that
20 the LLC not the Inc. was the entity responsible for company business, including ownership of the
21 LLC assets. For example, Wendi Semas-Fauria testified that “[w]e never paid anything out of
22 Inc,” and “[w]ell, like I mentioned, all the money in and out was LLC, so – .” (2015-10-03 Semas-
23 Fauria Deposition at 22:8; 29:1-2). When asked whether she was aware that the LLC was paying
24 the expenses for the trademark work being done on behalf of the Inc., she responded: “Not off the
25 top of my head, but it wouldn’t surprise me. The LLC paid everything, like I said.” (*Id.* at 31:18-
26 21). When questioned whether she thought the Inc. and the LLC and their respective expenses
27 were interchangeable, she responded: “Not that they were interchangeable. Inc. was clearly the
28 manager, but the LLC paid all of the expenses, and they received you [sic] all the money. you

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1 know. I mean, technically Inc. owned everything in the beginning, so – but, yet LLC got all the
2 money. That’s just the way it was. All the money came in and out of the LLC.” (*Id.* at 47:7-15).

3 80. On July 2, 2013, DSM assigned to D&M-MI, LLC, all of its rights to the loan
4 documents, and D&M-MI, LLC, agreed to assume all obligations, duties and rights related thereto.

5 81. On November 4, 2013, the Ninth Judicial District Court entered an Order
6 Approving Sale of Assets to D&M-MI, LLC (“D&M”), which approved the sale of all Metalast
7 International’s assets to D&M for \$5,000,000.00, free and clear of any and all unsecured claims
8 against Metalast International, in partial satisfaction of the company’s much larger debt to D&M.

9 82. Metalast International and D&M entered into a Purchase and Sale Agreement on
10 November 5, 2013.

11 83. Included in the sale was exclusive ownership of all Metalast International company
12 history and trade secrets, including chemistries, formulations, proprietary computer source code,
13 products, services, contacts, customer and distributor information, licenses, contracts, copyrights,
14 product marks, and logos.

15 84. The sale of assets included, *inter alia*, the right to pursue claims to recover
16 intellectual property in the name of another person or entity that was rightfully the property of
17 Metalast International, including chose in action against MII to recover intellectual property.

18 85. The sale of assets also included all of Metalast International’s property, “whether
19 now owned or subsequently acquired and wherever located, of every kind and description, and
20 shall include all tangible and intangible personal property” The purchased assets also
21 included “any and all other assets of” Metalast International, and “all property of [Metalast
22 International] of every kind and nature, and all beneficial interests belonging to or to which
23 [Metalast International] may be entitled” Based on the express language of the Purchase and
24 Sale Agreement, D&M acquired any and all legal claims that Metalast International had at the time
25 of purchase.

26 86. On November 18, 2013, D&M changed its name to Metalast Surface Technology,
27 LLC (“MST”).
28

1 87. On December 16, 2013, the Ninth Judicial District Court issued its order
2 terminating receivership, which caused the work of the receiver to cease effective December 31,
3 2013.

4 **D. SEMAS' PERSONAL BANKRUPTCY LEADS TO A LIMITED SETTLEMENT**
5 **AGREEMENT**

6 88. On December 11, 2013, several days before the Ninth Judicial District Court
7 terminated the receivership action, D. Semas and his wife, Susan O. Semas, filed a voluntary
8 petition for Chapter 11 relief in the United States Bankruptcy Court for the District of Nevada.

9 89. On April 8, 2014, and amended on April 14, 2014, MST filed a proof of claim in
10 the bankruptcy case based on the deficiency claim for the debt owed by Metalast International to
11 MST in the amount of at least \$4,028,232.57, including \$471,582.08 personally guaranteed by D.
12 Semas to MST.

13 90. On April 13, 2014, MST filed a proof of claim in the bankruptcy case over the
14 disputed ownership in the intellectual property, including both trademarks and patents, utilized by
15 Metalast International and sold through the Ninth Judicial District Court sale to MST.

16 91. On July 14, 2014, MST further instituted an adversary proceeding against D.
17 Semas, alleging thirteen claims for relief, including violations of the Nevada Uniform Securities
18 Act and federal securities laws, fraudulent conveyance and conversion.

19 92. On January 27, 2015, D. Semas and MST participated in a settlement conference
20 and agreed to settle MST's claims and the adversary proceeding.

21 93. The settlement, as placed on the record, provides as follows:

22 That there is a trademark regarding the name Metalast. There is a dispute
23 regarding ownership. That dispute has been resolved as follows:

24 Metalast Surface Technology through the Meilings will continue to use
25 the mark for 90 days following entry of the order approving the settlement
26 agreement by Judge Beesley, if he does approve it. At the end of that 90-day
27 period, Metalast Surface Technology, the Meilings, and any other entity in which
28 the Meilings have an interest, will no longer be able to use the name Metalast in
any fashion or manner whatsoever. Following that 90 days, the mark will be
owned by Mr. and Mrs. Semas, or any entity in which they choose to transfer
that mark.

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1 94. In addition, MST agreed to settle its allowed general unsecured claims in the
2 combined amount of \$540,000.00 for the receipt of \$268,000.00. D. Semas has breached this
3 obligation because, by at least the date of this First Amended Complaint, he has not paid the
4 \$268,000.00 owed to MST through the Meilings nor has he paid any amount pursuant to an
5 agreed to schedule.

6 95. On March 11, 2015, the Bankruptcy Court entered its order approving the
7 settlement between the parties, thus setting the clock ticking on the 90-day period.

8 96. The referred to trademark includes only the word marks, for “Metalast.” This mark
9 has the following USPTO registration numbers: 2112804, 2097260, 2963106, and 4128211
10 (collectively, “Word Marks”). According to the Settlement Agreement, D. Semas may use the
11 Word Marks after June 9, 2015. True and correct copies of the Word Marks registrations are
12 attached as **Exhibit 1**.

13 97. As a result of the settlement, one of the first actions that MST undertook was to
14 change its company name to CHEMEON in recognition of the transfer of the Word Marks.

15 98. The Bankruptcy Court’s Order approving settlement, did not include and does not
16 encompass the logos, both common law rights and those with the following USPTO registration
17 numbers: 2091140, 2112805, and 2884333 (collectively, “Logo Marks”). These trademark assets
18 were awarded to CHEMEON as part of the receivership. However, these were fraudulently
19 registered at the USPTO and transferred or otherwise assigned to D. Semas, and therefore should
20 be cancelled. True and correct copies of the Logo Marks registrations are attached as **Exhibit 2**.

21 99. CHEMEON owns common law rights in the Logo Marks as well as the Federal
22 Registrations.

23 100. Following the exchange of several letters between the parties, on April 16, 2015,
24 counsel for MII threatened to sue by taking “appropriate legal action” if CHEMEON uses the
25 Word Marks.

26 101. As stated, CHEMEON acquired all assets of Metalast International through the
27 receivership, and the subsequent bankruptcy of Mr. Semas. As a compromise, CHEMEON agreed
28 to release its rights in the Word Marks and allow D. Semas to own them to the extent he may have

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1 any rights in them. CHEMEON did not, however, assign any rights, much less its substantial
2 goodwill in the Word Marks, to D. Semas or anyone else.

3 102. Fair use law and the First Amendment to the U.S. Constitution, provide that
4 CHEMEON has the right to correctly recite to the public the Company’s history, and thus
5 CHEMEON can place on its products and literature its CHEMEON mark and, less prominently,
6 that it was “formerly Metalast.”

7 103. Similarly, CHEMEON is free to forever inform the public about its history,
8 including: (1) that it purchased the assets of what was formerly Metalast International, LLC; and
9 (2) for two decades Metalast International, LLC (not Metalast International, Inc.), and more
10 recently, CHEMEON, sold its products as identified by its Word Marks, Logo Marks and other
11 common law trademark rights.

12 104. CHEMEON owns common law trademark rights in the following product marks:
13 (1) TCP-HF (and related family of marks, such as TCP-HF EPA and TCP-HF SP); (2) AA-200;
14 and (3) the logo mark, shown as follows in two exemplary configurations:



15 and



16 (collectively, “CHEMEON Trademarks”). These marks indicate products
17 and services associated with CHEMEON (formerly Metalast).

18 105. The CHEMEON common law word marks relate to specific chemical products, at
19 least two of CHEMEON’s top selling products.

20 106. The CHEMEON logo mark is associated with the CHEMEON brand, formerly
21 Metalast.

22 107. The CHEMEON Trademarks have been used in commerce for these products as
23 early as 2005.

24 108. The CHEMEON Trademarks have acquired secondary meaning in the metal
25 surfacing industry.

26 109. Upon information and belief, the CHEMEON Trademarks are not used by any other
27 company for any product or service in the metal surfacing industry except to the extent being
28 improperly used by the Defendants.

1 110. The CHEMEON Trademarks and all rights, title, ownership, and claim to priority
2 therein were acquired by CHEMEON from Metalast International through the receivership.

3 **E. SEMAS INFORMS CHEMEON OF HIS PLANS TO DIRECTLY COMPETE**

4 111. On March 21, 2015, a mere ten days after the Bankruptcy Court’s approval of the
5 parties’ settlement, D. Semas sent email correspondence to CHEMEON’s owners, wherein he
6 made troubling assertions about his future plans.

7 112. As an initial matter, D. Semas agreed to execute an assignment of U.S. Patent No.
8 7,486,302 B2, commonly known as METALAST OCP 6800, which issued on July 16, 2014, and
9 had previously been assigned to MII, and which was fraudulently conveyed to D. Semas. D.
10 Semas correctly claimed that once assigned to CHEMEON, the chemical product OCP 6800 will
11 be “the only [CHEMEON] chemical that will be protected by a USPTO patent owned by
12 [CHEMEON].”

13 113. However, and in complete contravention of his actions and statements as Metalast
14 International’s manager over the past 20 years, D. Semas brazenly claimed:

15 ... as we have long maintained the “METALAST” trademark has been branded
16 over two decades and as such METALAST has received various approvals,
17 authorizations, certifications and specifications, which will remain in effect. In
18 the coming months we will continue to make the necessary preparations to offer
19 our environmentally friendly specialty chemical products through our domestic
20 and international distribution network to the metal finishing & coatings,
 anodizing, corrosion control and galvanizing industries **by providing long-
 standing METALAST customers**, as well as future new accounts the opportunity
 to continue to buy the universally recognized METALAST brand established in
 1993. (emphasis added).

21 114. The customers D. Semas refers to in his correspondence are CHEMEON customers
22 and were the customers of CHEMEON’s predecessor, MILLC, and were never the customers of
23 MII. The identity of these customers is both confidential and a trade secret of CHEMEON.

24 115. D. Semas further asserted that the current METALAST AA-200 additive is a
25 commercially available chemical and its legal ownership is held by an independent chemical
26 company. As such, D. Semas claimed that his entities would have the exclusive rights to purchase,
27 re-label and sell the product as METALAST AA-200 for distribution worldwide.
28

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1 116. D. Semas further claimed that CHEMEON’s existing line of anodizing chemicals
2 are presently private label manufactured under the name “METALAST.....” These products
3 consist of one hundred (100) different types of cleaners, deoxidizers, etchants, seals, additives, and
4 dyes, but the underlying chemical formulations are owned by a Georgia company, not
5 CHEMEON.

6 117. D. Semas further boldly claimed that:

7 [CHEMEON] can use the METALAST trademark for 90-days past March 11th,
8 after which your company will only own the right of use to the USPTO Navy
9 TCP patented chemicals so long as the name METALAST is NOT used. As it
10 has for more than twenty (20) years MII will continue to be free to lawfully use
11 the METALAST TCP-HF, METALAST TCP-HF SP, METALAST TCP-HF
12 EPA names and any other branded METALAST product names as it chooses.
13 [CHEMEON] cannot use the “METALAST” trademark or name but is free to
14 use its new name followed by TCP-HF or TCP-HF SP and or TCP-HF
15 EPA, however the actual chemical formulas and any modifications thereto will
16 still continue to be owned by the U.S. Navy under their USPTO patent protection
17 with a limited North American only right of use license granted to MST.

18 118. D. Semas concluded his correspondence by claiming that other than the exclusive
19 rights to the OCP 6800 chemical owned by CHEMEON, all other one hundred and nineteen (119)
20 chemical products are either owned and/or patented by third parties, and thus D. Semas and MII
21 contend they are entirely free to negotiate with, license, partner, and/or form alliances with any of
22 these companies or others.

23 119. D. Semas’s current representations are in direct conflict with his and MII’s historic
24 statements, actions, and representations to investors and MILLC members during his near twenty
25 year tenure as a manager of Metalast International.

26 120. D. Semas has no authorization to and cannot use CHEMEON’s confidential or trade
27 secret information, including pricing, processes, sales channels, customers, chemical formulations,
28 proprietary source code, sources of goods, plans, and personnel information.

121. According to D. Semas’ Employment Agreement (attached hereto as **Exhibit 3**), D.
Semas was aware of what MILLC considered to be its trade secret, confidential or otherwise
proprietary information. The Employment Agreement contained a specific trade secret provision,
without temporal restriction, as follows:

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“TRADE SECRETS. All trade secrets, associated with metal finishing, anodizing processes, specialty chemicals and other intangible rights specifically associated with the METALAST® technology, products, services and processes or any other technology, product, service or process it may offer its licensee's, partners, customers or clients that maybe conceived or developed by DMS, either alone, by or with others, during the entire term of DMS’s employment shall be the property of MILLC. DMS agrees to keep secret and shall keep confidential, and other than as provided herein shall not use, divulge or disclose, directly or indirectly, to any persons or companies, any trade secret, confidential and Proprietary Information, or any knowledge, information, documents or materials, owned, developed, controlled or possessed by MILLC concerning any of its intellectual property or confidential information relating to the registered METALAST® brand, whether in tangible or intangible form, the confidentiality of which MILLC has sought to protect, including but not limited to all METALAST products and services, their application, and all data, know-how and manufacturing know-how related thereto.”

(Exhibit 3 at p. 6).

122. D. Semas’ Employment Agreement also contained a successor provision:

“SUCCESSORS. The rights and obligations of the parties to this Agreement shall inure to the benefit of and be binding upon the parties thereto and their respective successors, executors, administrators and heirs.”

(Exhibit 3 at p. 8). CHEMEON is a successor to this Agreement and the benefits thereof, including but not limited to D. Semas’ obligation to keep all trade secrets, confidential or proprietary information protected from dissemination or any other type of disclosure. D. Semas breached this on-going obligation by misappropriating and disclosing CHEMEON’s trade secrets, confidential or otherwise proprietary information, as described further below.

123. Another trade secret is the identity of the companies that CHEMEON, and the prior trade secret owner, Metalast International, used exclusively for at least 15 years to purchase and privately label its entire product line (“Suppliers”). This Supplier information was included on a confidential internal vendor list maintained by both Metalast International and CHEMEON.

124. D. Semas is well-aware that the identities of the Suppliers are a strict trade secret because he himself developed the necessary steps to protect this information and treated it as confidential for over a decade.

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1 125. The protective measures both Metalast International and CHEMEON have taken to
2 secure and keep secret its confidential and trade secret information, include, but are not limited to,
3 physical labeling of confidential documents, employee contracts, an employee handbook that
4 includes a trade secret/confidentiality provisions and employee acknowledgments relating to
5 receipt of the handbook and the trade secret agreement, distributor, partner, and supplier
6 agreements that include confidentiality and trade secret provisions (written and oral), electronic
7 protections such as password protected server access to employees, and other segregation measures
8 for both physical and electronic confidential and trade secret information, among others.

9 126. D. Semas is also aware that product formulations for the products provided by the
10 Suppliers are also trade secrets formerly owned by Metalast International, and now owned by
11 CHEMEON. These formulations are and have always been highly proprietary and trade secret
12 information.

13 127. Nevertheless, D. Semas has used the Suppliers trade secret information, and seeks
14 to misuse product formulation trade secrets, by recently contacting a Supplier’s president via
15 email, in an effort to establish an independent relationship with this company and to purchase
16 CHEMEON labeled products. D. Semas also contacted another Supplier, CHEMEON’s largest
17 distributor, regarding re-establishing a relationship.

18 128. D. Semas’s press releases to investors, consumers of CHEMEON’s products, and
19 the public at large utilize copyrights owned by CHEMEON.


20 129. CHEMEON’s copyrights are as follows: (1) Metalast 2011-2015 Narrative
21 Proforma Assumptions; (2) Photographs of the MILLC’s, now CHEMEON’s, facilities; (3)
22 LinePro Screenshots; (4) JOBPro with PDA Image; (5) JOBPro Image; (6) Turnkey Equipment
23 Solutions Brochure Page; (7) Process Control Solutions Brochure Page; and (8) NARA
24 Presentation. (“CHEMEON Copyrights”). True and correct copies of CHEMEON’s Copyright
25 Registration Applications and the correlating deposits of the works are attached as **Exhibit 4**.

26 130. CHEMEON is the true and rightful owner of the CHEMEON Copyrights through
27 its acquisition of the MILLC’s assets through receivership and settlement agreement with D.
28

Semas and assignment from the photographer of the copyrighted photographs, Cornelius Photography.

131. On May 18, 2015, May 28, 2015, June 1, 2015, and February 15, 2016 CHEMEON filed copyright registration applications with the U.S. Copyright Office. See Exhibit 4.

132. Exemplary evidence of Defendants' copyright infringement is shown below:

CHEMEON Copyrighted Material:	Defendants' Use / Infringement:
 <p>METALAST 2011-2015 NARRATIVE PROFORMA ASSUMPTIONS</p> <p>Year 2011: METALAST "Stovener Chemical" product line (METALAST TCF-HP, RFA, NP and AA-200) sales are projected at approximately \$1,600,000 representing 42% of total revenue. Generic chemical sales and manufacturing software products are at \$275,000 or 7% of revenues. The most largest single revenue category is equipment at \$1,060,000 or 27% of revenues, of which \$84,000 is directly under a PO from the United States Army Black Hawk Award, II. Expenses to date are in line to meet this projection.</p> <p>Year 2012: As construction specifications begin to filter through supply chain total revenues are expected to begin to rise from \$1,500,000 to \$1,900,000. The projections also assume, with existing independent marketing distribution (Foster, John Schaefer, Miles, Bio-Co Products, OS-TECH, RD Teles, AMZA and DIPOL Chemical, etc.) becoming better trained on proper installation procedures and raising sales, Stovener Chemical sales increase to almost \$1,600,000 or 52% of total revenue. With the expansion of Stovener specialty products, Generic chemical sales and manufacturing software products will start to rise to \$1,000,000. Again, the most largest single revenue category is equipment at \$1,000,000 or 25% of revenues, of which \$1,000,000 will likely come from the growing power with the United States Naval Depot, Fleet Readiness Center at Jacksonville, FL.</p> <p>Year 2013: An assumption is made that the Dow Chemical, Stovener-William and Duff Coatings based R&D relationships signed into commercialization agreements by the summer of 2012 and testing of their pilot departments comes during the late half of 2012 and continues on throughout most of 2013. With manufacturing, specifications and METALAST product commercialization throughout supply chain, Stovener Chemicals are expected to begin to gain traction by getting by another 100% to \$1,000,000 or 25% of total revenue. Generic chemical sales and manufacturing software products will start to rise to \$1,000,000. Equipment sales, as a percentage of revenue will begin to begin to rise to \$1,000,000 or 25% of total revenue.</p> <p>Year 2014: Beginning in 2014 METALAST specialized, QPL approved and bonded Stovener Chemicals will see extensive penetration in the global market, especially considering the three core and long-time customers of one of the world's largest chemical companies Dow Chemical, with its 20,000 customers, as 100 countries supported by 1,500 advisors. Stovener Chemical sales are projected to increase to more than \$2,000,000, again by 200% over 2013, then equal to 62% of total revenue. Generic chemical sales and manufacturing software products will grow accordingly to about \$1,000,000 or 25% of revenues. As a percentage of revenue equipment sales are at 10% of total revenue at \$1,000,000.</p> <p>Year 2015: Although in first place it might appear the potential "Hokey Hokey" revenue projection is being assumed, it is only assumption in the of opinion that its financial assumptions are entirely based on logical and conservative reasoning. In support of this claim is the fact that "hokey hokey" specifications have been revealed by many of the Project 508 and by a large number other original sources in the manufacturing. Additionally, informed sources showed responses like Dow Chemical have clearly aligned with the METALAST brand. Most of the largest metal finishing and coating sectors around specialty chemical developments in North America as well as others around the globe have also joined the METALAST team. Considering the worldwide market the revenue earned chemicals is in excess of \$4 billion, \$15,000,000 in METALAST Stovener Chemicals sales or 30% of the \$15,000,000 as projected revenue represents a very conservative worldwide market penetration assumption of reaching less than 1%. It is a small name likely METALAST brand products to achieve a market penetration approach of 20%, considering its growing international sales and distribution capabilities consisting of a considerable number of large chemical company strategic alliances partners and a substantial group of well positioned independent marketing distributors.</p> <p>Stovener Chemical Assumptions August 2011 Page: 1 of 1</p>	 <p>METALAST 2015-2019 PROFORMA ASSUMPTIONS</p> <p>Year 2015: METALAST "Stovener Chemical" sales (TCF-HP non-halogenated chlorinated product line and AA-200) are projected at approximately \$1,750,000 which is equal to 72% of revenues. This represents a modest 12% increase over 2014 total revenues. METALAST TCF-HP Cost of Goods Sold (COGS) is \$1.10 per gallon (p.g.) with an average worldwide price to distributor of \$1.70 p.g. ± 7% per gallon. AA-200 COGS is \$2.00 p.g. with an average worldwide price to distributor of \$2.70 p.g. ± 7% per gallon. Generic chemical sales are forecasted at \$1,000,000 or 10.5% of revenues with about 47% gross margin. The R&D, CS&P head, Business Research Grant (BRG) and Technical Support component are based on average historical results.</p> <p>Year 2016: As METALAST specifications begin to filter through supply chain and at AZE, Inc., the largest large globalized customer to contract as 37 North America facilities over to METALAST TCF-HP revenue are expected to gain traction approximately \$2,000,000 (2015) to about \$2,200,000 (2016). The projections assume that with existing independent marketing distributors becoming fully trained on proper installation procedures among others at Stovener Chemical sales will increase to about \$2,000,000 or 52% of total revenue and will remain the largest revenue producing segment of the business and will account for 54% of total revenue. With the expansion of specialty products and a growing number of new customers Generic Chemical sales are forecasted to grow from more than 200% to \$1,200,000.</p> <p>Year 2017: An assumption is made that the DIPOL and Stovener Chemical of Japan will increase their R&D relationships among strategic alliances and the strong probability of signing with chemical bodies like Incochem or other AZE/Novel, the METALAST brand will increase further expanded within international countries around the world. For example, based on 1400, 400,000 is the largest foreign company in the world. Today with its 11,000 employees and more than 40,000 customers supported by 1,200 advisors in 90 countries, they dominate the commercial, military and private aircraft markets. Stovener Chemical sales are projected to increase to annual \$2,400,000 and Generic Chemical sales will grow to \$2,700,000 or about 55% of revenues, with Total Revenue at about \$5,100,000.</p> <p>Year 2018: Beginning in 2018 METALAST Stovener Chemicals will start to penetrate global markets. In addition to existing strategic alliances and the strong probability of signing with chemical bodies like Incochem or other AZE/Novel, the METALAST brand will increase further expanded within international countries around the world. For example, based on 1400, 400,000 is the largest foreign company in the world. Today with its 11,000 employees and more than 40,000 customers supported by 1,200 advisors in 90 countries, they dominate the commercial, military and private aircraft markets. Stovener Chemical sales are projected to increase to annual \$2,400,000 and Generic Chemical sales will grow to \$2,700,000 or about 55% of revenues, with Total Revenue at about \$5,100,000.</p> <p>Year 2019: Management believes its projections are based on logical and conservative assumptions. METALAST TCF-HP, METALAST TCF-HP RFA and METALAST AA-200 "hokey hokey" specifications have been revealed by many of the Project 508, R&D supported specialty chemical companies are already beginning to align with the METALAST brand. Considering the global market for economic coated chemicals is estimated to \$4.2 billion, approximately \$42 million in total revenue (2019) only represents a worldwide market penetration assumption of one percent (1%) market share. Leading manufacturing firms, based on the world have independently validated the superior performance of METALAST's low density bonded chemical experiments. The Company has established a growing international sales organization consisting of a considerable number of large chemical company strategic alliance partners and a substantial group of well positioned independent marketing distributors. Thus, METALAST bonded and manufacturing specialty chemical products along with a significant number of manufacturing specifications already revealed, and the likelihood among specifications and approvals will be forthcoming, the potential to achieve a much higher market penetration is not only possible but very likely.</p> <p>Proforma Assumptions</p>
 <p>lab_overhead.tif</p> <p>File name: lab_overhead.tif Document type: TIFF image File size: 890 KB (919,944 bytes) Creation date: Mar 7, 2001, 9:34 AM Modification date: Mar 7, 2001, 9:35 AM Image size: 795 x 803 pixels Image DPI: 300 pixels/inch Color model: RGB ColorSync profile: sRGB IEC61966-2.1</p>	 <p>Metalast International Anti-Corrosion Green Chemical Company</p> <p>The company holds over 110 patents related to environmentally-safe specialty chemicals used in the anti-corrosion surface treatment processing of metal parts and products in all industries including aerospace, aviation, military, automotive, marine, computers, architecture & construction, and leisure.</p> <p>The global market for anti-corrosion ecosystem is</p>

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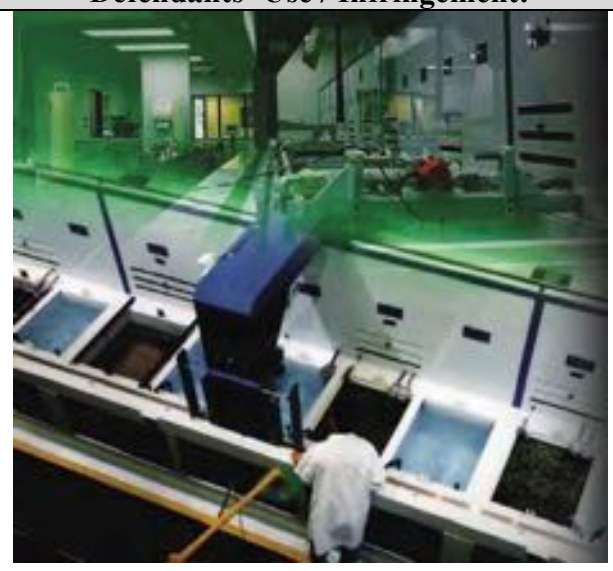
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CHEMEON Copyrighted Material:



Defendants' Use / Infringement:



Source:
<http://www.mhagroup.net/investment-opportunities.html> (last viewed on June 3, 2015).

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CHEMEON Copyrighted Material:	Defendants' Use / Infringement:

See SUTTER0005-0024.

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CHEMEON Copyrighted Material:	Defendants' Use / Infringement:
	 <p><i>Id.</i></p> <p><i>Id.</i></p>

133. Defendants' unauthorized copying and use of the CHEMEON Copyrights constitutes copyright infringement.

134. Upon information and belief, D. Semas is also soliciting investments in his newly-formed entities, through an entity known as MHA Group.

135. MHA Group has been distributing information to interested investors regarding "METALAST INTERNATIONAL," claiming that there is a limited opportunity to acquire a substantial, controlling interest in this green anti-corrosion chemicals & technology company.

136. The individual behind MHA Group, Marc Harris, claims he was one of the original, first-round investors in Metalast International and has been involved in the company's operations from its inception in 1995. As an investor in Metalast International, Mr. Harris was notified by the receiver of Metalast International concerning the insolvency of Metalast International, updates regarding the insolvency, and the November 2013 sale of the Metalast International assets to D&M. Mr. Harris was also notified about the dissolution of Metalast International, and a final K-1 tax return was sent to him on April 3, 2014. As an investor, Mr. Harris has received and been

1 privity to numerous reports, confidential newsletters and other communications from the Metalast
2 International since 1995.

3 137. However, Metalast International no longer exists as it did prior to the 2013
4 receivership action. Instead, it is now CHEMEON. Defendants’ attempt to recast the current
5 Metalast International as the former Metalast company is knowingly misleading and deceptive.

6 138. Nevertheless, in soliciting investments, MHA Group makes multiple false
7 representations about the “new” Metalast International. These misrepresentations include, but are
8 not limited to MHA Group’s website and other investment solicitation materials identifying
9 CHEMEON’s website, www.metalast.com, that pursuant to bankruptcy and related settlement
10 agreements, CHEMEON was free to use until June 9, 2015. MHA Group and Defendants
11 improperly used CHEMEON’s website before this termination date.

12 139. MHA Group claims the company has received over \$90 million of investment
13 capital to date, which includes \$15 million of R&D invested with its strategic partner, the U.S.
14 Navy. This information is properly attributable to CHEMEON.

15 140. MHA Group claims “[t]he company is recognized as the foremost leading green
16 technologies and chemicals that has been converting the entire **\$2 trillion** worldwide metal
17 coating/anti-corrosion industry to environmentally safe, green technologies; specifically the
18 replacement for the most widely-used—and most environmentally harmful—metal surface
19 treatment chemical, **hexavalent chromium**.” (emphasis in original). This information accurately
20 describes CHEMEON’s business.

21 141. MHA Group claims Metalast International holds over 110 patents related to
22 environmentally-safe specialty chemicals used in the anti-corrosion surface treatment processing
23 of metal parts and products in all industries including aerospace, aviation, military, automotive,
24 marine, computers, architecture & construction, and leisure. This information is completely false
25 since the only patent ever obtained has been assigned to CHEMEON by MII.

26 142. MHA Group claims that METALAST’s chemicals are now being specified on
27 blueprints for all four branches of the U.S. Military and many Fortune 500 companies. This
28

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1 statement is highly misleading in that it implies ownership of chemicals by Metalast International,
2 where none exists. The formulations and specifications are CHEMEON trade secrets.

3 143. MHA Group's investment materials, based upon information provided in part by D.
4 Semas, also state: "The Private Equity Investor (PEI) *will receive 100% ownership of target*
5 *company, Metalast Surface Technology, LLC (MST)* with a priority @ 8% non---compounded
6 rate of return from cash flow available for distribution. Upon sale in fifth (5th) year PEI receives
7 preferential return of \$20 million capital. Sierra Dorado, Inc. (SDI), or designee will receive a ten
8 (10) year option to *acquire 50% of MST for \$100,000* subordinate to PEI return of investment and
9 8% per annum interest rate. *MST sale profits split on 50%/50% basis.*" (emphasis added). This
10 statement is false, highly misleading, deceptive to the public and represents unfair competition.
11 Metalast Surface Technology, LLC (MST), is a company organized and controlled by the
12 Meilings, the owners of CHEMEON, not D. Semas, Marc Harris, the MHA Group or any of the
13 other Defendants. D. Semas and his partners, Marc Harris and MHA Group, offer the sale of
14 shares in a company they are neither affiliated with nor own, nor are they authorized to market
15 shares for, MST. *See supra* at ¶¶ 74-94.

16 144. D. Semas's and the MHA Group's marketing and investment materials have copied
17 and made use of the CHEMEON Copyrights, as identified in the above table. *See supra* at ¶ 131.

18 145. D. Semas and MHA Group knew or should have known that copying and using the
19 CHEMEON Copyrights constitutes copyright infringement.

20 146. On May 1, 2015, Metalast International released an international press release that
21 included many misrepresentations about Metalast International's ownership of assets beyond the
22 limited award of the "Metalast" trademarks, and about CHEMEON's owners Dean and Madylon
23 Meiling. For instance, Metalast International's law firm stated: "the well-respected Law firm of
24 Rowe Hales Yturbide LLP of Minden, Nevada confirms that the internationally recognized
25 METALAST® trademark has been exclusively awarded to their client." This is a
26 misrepresentation and demonstrates unfair competition since this mark has not been "awarded" to
27 MII by anyone and will not be exclusively useable Metalast until June 9, 2015. The May 1st
28 international press release also stated: "The METALAST® trademark of environmentally friendly

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1 products has been provided to the metal finishing industry since 1993. The METALAST® brand
2 of specialty chemicals including the Qualified Products List certified METALAST® TCP-HF
3 family of products as well as high performance specialty chemicals such as the METALAST®
4 AA-200 anodizing additive have consistently produced impressive results for manufacturers and
5 their supply chain metal finishers and coating applicators alike. As a result, many METALAST®
6 branded chemicals have been approved or in many cases specified by a wide range of globally
7 renowned manufacturers including BAE Systems, General Dynamics, Honeywell, Lockheed
8 Martin, Northrop Grumman, Pratt & Whitney, Sikorsky and others.” The history of providing
9 environmentally friendly products to the metal finishing industry, the certified chemicals the
10 MILLC offered, the TCP-HF and AA-200 trademarks, and the identity of the MILLC’s historical
11 customers are all assets of CHEMEON, not Metalast International. These infringements and
12 misrepresentations have and will continue to damage CHEMEON.

13 147. The May 1 press release goes on to assert that: “Mr. [David] Semas is presently
14 conducting discussions with several prominent chemical companies and other industry leaders to
15 continue offering the trusted METALAST® brand of ‘green’ specialty chemicals to the world
16 market.” Defendants discussion with chemical companies and other industry leaders demonstrates
17 misappropriation and improper use of CHEMEON’s trade secret customer, supplier and distributor
18 lists, and other information that is the property of CHEMEON, not Defendants.

19 148. Through its press releases and other activities, Defendants have violated Metalast
20 International contracts (acquired by CHEMEON) that prohibit the disclosure of confidential
21 information with certain parties. Particularly, Metalast International was contractually bound as
22 follows: “The parties agree that the terms and conditions of this Agreement, the nature of their
23 business relationship, including, if applicable, the fact that one party provides or may provide
24 goods or services to the other, and the parties’ discussions concerning the Project will be
25 considered confidential information covered by this Agreement. . . .”

26 149. Instead Defendants and MHA Group disclosed on their website and in their
27 marketing materials the existence of this confidential relationship.
28

1 150. At least Greg D. Semas had direct knowledge of this mutual Confidentiality
2 Agreement between Metalast International and this other company because on April 2, 2012, Greg
3 D. Semas signed the Agreement as Senior Vice President of Metalast International.

4 151. Also with the investment materials that the MHA Group has distributed to potential
5 investors, D. Semas and the MHA Group have disclosed CHEMEON's highly confidential and
6 trade secret pricing information. Specifically, MHA Group has unlawfully used and disclosed
7 CHEMEON's costs of goods for certain chemicals. This pricing information was provided by D.
8 Semas to MHA Group for the purpose of obtaining investment in D. Semas' newly formed entities.

9 152. In these materials, Defendants also disclose general and specific profit margins for
10 CHEMEON's core products (TCP-HF and AA-200): "Profit Margins for the company's 120
11 branded production products range between [_____]." ¹ This information is misleading since these
12 products are CHEMEON's branded products and is a disclosure of CHEMEON's confidential or
13 trade secret information.

14 153. Defendants' investment materials also reveal CHEMEON's existing and potential
15 alliances and/or partnerships: "Existing R&D Alliances and/or Partnerships with Chemetall
16 Americas, DuBois Chemicals, Okuno Chemical Industries (pending), Pratt & Whitney and the
17 U.S. Naval Air Systems Command." These relationships are attributable to CHEMEON, not
18 Metalast International.

19 154. Due to the long history between the parties and D. Semas' and Mr. Harris' direct
20 involvement with Metalast International, both past and present, these individuals have knowledge
21 that this relationship information and more importantly the pricing information are highly
22 confidential and are trade secrets of CHEMEON.

23 155. Further, upon information and belief, D. Semas, Greg D. Semas and Wendi Semas-
24 Fauria, all former employees of the MILLC, took with them at least six (6) boxes of hard copy
25 documents, and at least D. Semas and Greg D. Semas, removed their company owned laptop
26 computers following termination of their employment or after CHEMEON acquired all assets of

27 _____
28 ¹The disclosed range has been redacted from this Complaint.

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1 the MILLC. Also upon information and belief, Wendi Semas-Fauria collected materials (boxes,
 2 documents, binders, and/or other things) from MILLC's headquarters, loaded them into her
 3 personal automobile, and drove them across the street to the storage facility located there. Also
 4 upon information and belief, D. Semas, at that time, had rented a unit in that storage facility. This
 5 information, both hard copy and electronic is owned by CHEMEON. Furthermore, CHEMEON
 6 believes that this hard copy and electronic information contains CHEMEON's highly proprietary,
 7 confidential and trade secret information, including, but not limited to CHEMEON's pricing
 8 information, sales history records, customer lists, distributors lists, vendor lists, contact
 9 information for all company relationships, proprietary source code to CHEMEON's Line-Pro,
 10 JOBPro and Process Control System software, photographs, marketing and sales materials,
 11 investment materials, and other CHEMEON assets.

12 156. The CHEMEON laptop removed by at least D. Semas contained a copy of
 13 CHEMEON's entire database, which was last updated in or about April 2013. D. Semas's practice
 14 was to keep his laptop up to date with all electronic files of the Metalast entities. Greg D. Semas
 15 also retained his company laptop, that upon information belief, also contained CHEMEON owned
 16 property. During the receivership, D. Semas and Greg D. Semas were warned not to use any
 17 proprietary, confidential, or trade secret information that was contained on those laptops. Not only
 18 did D. Semas and Greg D. Semas refuse to return the laptops, but D. Semas claimed his computer
 19 was his personal property and Greg D. Semas claimed his laptop was a gift from his father, D.
 20 Semas. However, upon information and belief, at least D. Semas's laptop was fully loaded with the
 21 MILLC's entire database of electronic information, as of April 2013.

22 157. At deposition in this matter, D. Semas admitted to keeping a complete copy of
 23 MILLC's company records, contained on the MILLC laptop he kept with him following his
 24 termination and departure. These company records are the property of MILLC, now CHEMEON,
 25 and D. Semas as a fiduciary to the MILLC had a responsibility to not retain and to return these
 26 records. D. Semas has no lawful justification to the contrary. D. Semas testified as follows:

27
 28 Q Do you have that laptop?

1 A I have the laptop, but you have the backup.

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2 So you have the same documents I have.
3 Q Okay.
4 A My computer was backed up a few days before I
5 left, in terms of the company records.
6 Q And so when you left, you left with company
7 records?
8 **A No. I left with my METALAST, International,**
9 **Inc. manager records. Those records belong to me. I was**
10 **the manager of the company for 20 years. Those are my**
11 **records, because the company has a copy of them.**
12 Q Who paid for the -- that laptop?
13 A I did.
14 Q Who -- who paid for you to put information on
15 that laptop? Who gave you the salary to pay for your --
16 or whatever compensation you received, who paid for it?
17 A Like I said, I didn't receive my salary for
18 the past three-and-a-half-years, so --
19 Q But you were still working for the company;
20 correct? The LLC.
21 A I was the -- I was the manager of the
22 company, correct.
23 Q And you had a fiduciary duty to the
24 company --
25 A Which I honored, absolutely.
1 Q-- correct?
2 **And that fiduciary duty includes turning**
3 **information over to the company when you leave it, does**
4 **it not?**
5 **A No, I don't believe it does. I believe my**
6 **records are my records. And the company has an exact**
7 **duplicate of them. My -- as the manager of the company,**
8 **I believe during my 20-year tenure as a fiduciary, I have**
9 **every right to keep records to demonstrate that I was a**
10 **fiduciary and that I acted as a fiduciary. And those are**
11 **my records. They belong to METALAST International, Inc.**
12 **That's my contention.**

13 Now, if counsel tells me otherwise, and the
14 Court does, then I understand, but –
(2015-10-09 Deposition of D. Semas, 253:25-255:14) (emphasis added).

158. Upon information and belief, D. Semas, and perhaps Greg D. Semas, have used
CHEMEON's proprietary, confidential and trade secret information contained on these laptops,
because this information could not have properly originated from any other source.

1 159. Prior to Defendants' departure from the MILLC, Wendi Semas-Fauria and another
2 accounting department employee requested that the MILLC's chief scientist (Dr. Alp Manavbasi)
3 provide them trade secret information concerning the MILLC's chemical formulations. Consistent
4 with the MILLC's policy concerning the trade secret formulations, Dr. Manavbasi confirmed this
5 request with Greg Semas, the MILLC's Chief Operating Officer at that time. Greg Semas
6 approved this request for providing the MILLC's trade secret chemical compositions for an alleged
7 "cost analysis." This information was not accessible to employees of the MILLC, but was rather
8 available only to certain, need-to-know individuals. Wendi Semas-Fauria was not one of the
9 approved individuals, therefore Greg Semas needed to provide the requisite approval. Dr.
10 Manavbasi provided the trade secret information to Wendi Semas-Fauria in a hard copy form,
11 which was never returned to Dr. Manavbasi.

12 160. Examples of Defendants' improper and unlawful use of CHEMEON's trade secret
13 information can be found in D. Semas' and MHA Group's marketing and investment materials
14 establishing that D. Semas has and is making unlawful use of CHEMEON's trade secrets to
15 CHEMEON's detriment.

16 161. Defendants' actions, misrepresentations, and use of improperly obtained
17 information concerning Metalast International's position, stature, asset ownership and history, all
18 support CHEMEON's claims of copyright infringement, trade secret misappropriation, trademark
19 infringement, intentional interference with prospective economic advantage, unfair competition,
20 deceptive trade practices, unjust enrichment, breach of fiduciary duty, breach of the Operating
21 Agreement, contractual breach of the implied covenant of good faith and fair dealing, tortious
22 breach of the implied covenant of good faith and fair dealing, conversion, and civil conspiracy.

23 **FIRST CLAIM FOR RELIEF**

24 **(Misappropriation of Trade Secrets – NRS 600A.030, *et seq.*)**

25 162. Plaintiff CHEMEON hereby repeats, re-alleges, and incorporates all of the
26 allegations contained in the preceding paragraphs as though fully set forth herein.
27
28

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1 163. CHEMEON’s trade secrets include business information, pricing, formulas,
2 compilations, techniques, systems, designs, prototypes, sales channels, chemical formulations,
3 sources of certain goods, plans, source code, and personnel information.

4 164. CHEMEON’s trade secrets derive actual or potential, independent economic value,
5 from not being generally known.

6 165. CHEMEON’s trade secrets are not readily ascertainable by CHEMEON’s
7 competitors, the public, or any other persons by proper means due to their secrecy. CHEMEON
8 employs several protective measures to ensure the secrecy of its trade secrets.

9 166. CHEMEON’s trade secrets provide it with competitive advantages that if known
10 would provide commercial or economic value from their disclosure or use to others.

11 167. CHEMEON has invested significant resources and has taken many reasonable
12 steps to maintain the secrecy of its trade secrets.

13 168. Due to Defendants prior relationship with the entities that became CHEMEON,
14 Defendants knew that CHEMEON treated its business information, formulas, compilations,
15 techniques, systems, designs, prototypes and procedures, as trade secrets. Defendants have
16 knowledge of CHEMEON’s protective measures and assisted with the development and
17 deployment of those measures during their previous affiliation with the entities that became
18 CHEMEON.

19 169. Defendants acquired and used CHEMEON’s trade secrets through improper means,
20 including, but not limited to taking electronic documents, hard-copy documents and using
21 personal knowledge of CHEMEON’s trade secrets that pursuant to, including, but limited to
22 contract, agreement and fiduciary duties, Defendants were prohibited from acquiring and using.

23 170. Defendants conduct as alleged above constitutes misappropriation of CHEMEON’s
24 trade secrets under the Nevada Uniform Trade Secrets Act, NRS 600A.030, *et seq.*

25 171. Based on the foregoing allegations relating to Defendants’ conduct, CHEMEON is
26 entitled to recover from Defendants all monetary damages sustained as a result of Defendants’
27 misappropriation, including the actual loss caused by the misappropriation and the unjust
28 enrichment to Defendants stemming from the wrongful acquisition and use of CHEMEON’s

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1 valuable trade secrets.

2 172. Based on information and belief, and in view of the foregoing allegations,
3 Defendants’ misappropriation of CHEMEON’s trade secrets was and is willful and malicious.
4 Accordingly, CHEMEON should be granted exemplary damages and punitive damages, unjust
5 enrichment damages and attorneys’ fees pursuant to NRS 600A.040-060.

6 173. Due to the irreparable harm that CHEMEON has suffered and will continue to
7 suffer as a result of Defendants’ unlawful actions, CHEMEON is entitled to a preliminary and
8 permanent injunction prohibiting Defendants from (a) any further acquisition or use of
9 CHEMEON’s trade secrets, (b) making, distributing or selling any products developed, designed,
10 or improved through the use of CHEMEON’s trade secrets, (c) engaging in any further dealings of
11 any kind with CHEMEON’s suppliers, distributors, partners and customers, and (d) engaging in
12 any business with CHEMEON’s customers that it would not have but for the misappropriation of
13 CHEMEON’s trade secrets.

14 174. CHEMEON has been forced to retain the services of Holland & Hart LLP to
15 address the conduct complained of herein and are therefore entitled to all their reasonable
16 attorneys’ fees and costs associated with bringing this action.

17 **SECOND CLAIM FOR RELIEF**

18 **(Declaratory Judgment of No Trademark Infringement)**

19 175. Plaintiff CHEMEON hereby repeats, re-alleges, and incorporates all of the
20 allegations contained in the preceding paragraphs as though fully set forth herein.

21 176. A true, actual, and ripe case or controversy exists between CHEMEON and
22 Defendants concerning the ownership and proper use of the Word Marks and Logo Marks
23 following CHEMEON’s acquisition of the Metalast International, LLC assets through the Order
24 Approving Sale of Assets to D&M.

25 177. CHEMEON’s use of the term “Metalast” in conjunction with “formerly Metalast”
26 does not infringe any existing valid trademark right of Defendants under the Lanham Act or the
27 laws of any state. CHEMEON is free to identify itself as associated with or as “formerly
28 Metalast” in accordance with the doctrine of fair use and free speech rights set forth by the First

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1 Amendment to the U.S. Constitution.

2 178. The extent of CHEMEON’s use of “Metalast” is as follows: “CHEMEON Surface
3 Technology, LLC (formerly Metalast).” Such use explains CHEMEON’s past connection to the
4 Word Marks, Logo Marks and trade name, particularly since CHEMEON acquired all of the
5 Metalast’s assets through a Court Order Approving Sale of Assets. CHEMEON’s use of the Word
6 Marks clearly falls within the fair use doctrine as defined in trademark law.

7 179. CHEMEON’s limited use of the Word Marks and its accurate recognition of the
8 past association is not likely to cause confusion, mistake, or deception, or confuse the relevant
9 public as to source, sponsorship, or affiliation with David Semas or his entities currently including
10 the term Metalast in their names.

11 180. Defendants acquired, by registration, the Logo Marks through fraud, breach of
12 fiduciary duties, and self-dealing, including, but not limited to assigning rights in the Logo Marks
13 first to the MII instead of the MILLC, and second from MII to D. Semas in his personal capacity.
14 CHEMEON is the correct and legal owner of the Logo Marks and therefore cannot infringe
15 trademarks that it is the rightful owner of.

16 181. Defendants have no protectable rights to the Logo Marks because they were
17 obtained by fraud on the USPTO. Further, the Logo Marks were acquired by D. Semas and
18 assigned to either himself personally or to the managing entity, Metalast International, Inc.,
19 instead of the parent company, Metalast International, LLC. The Logo Marks should have been
20 assigned to Metalast International, LLC, and therefore should be the property of CHEMEON.

21 182. Accordingly, CHEMEON is entitled to a judgment declaring that Defendants do
22 not hold trademark rights in the Logo Marks, and that CHEMEON’s use of those terms or similar
23 terms does not infringe any valid trademark rights held by Defendants.

24 183. In view of the foregoing background regarding Defendants’ use of CHEMEON’s
25 trade secrets and fraud, Defendants’ allegation of trademark infringement against CHEMEON is
26 exceptional and CHEMEON is entitled to an award of its attorneys’ fees under 15 U.S.C. §
27 1117(a).

28 184. CHEMEON has been forced to retain the services of Holland & Hart LLP to

1 address the conduct complained of herein and are therefore entitled to all their reasonable
2 attorneys' fees and costs associated with bringing this action.

3 **THIRD CLAIM FOR RELIEF**

4 **(Cancellation of the Logo Trademarks)**

5 185. Plaintiff CHEMEON hereby repeats, re-alleges, and incorporates all of the
6 allegations contained in the preceding paragraphs as though fully set forth herein.

7 186. Defendants' Logo Marks were acquired through D. Semas's and the Inc.'s fraud
8 on the MILLC and its investors. D. Semas breached several duties to the MILLC, including, but
9 not limited to his fiduciary duties to the MILLC. D. Semas's registration and assignment of the
10 Logo Marks to himself, an individual, when D. Semas had no rights or authority to do so
11 constitutes fraud, breach of fiduciary duties and self-dealing.

12 187. The federal registrations (U.S. Trademark Reg. Nos. 2091140, 2112805, and
13 2884333) were wrongfully obtained, and assigned by and to D. Semas in his individual capacity.

14 188. D. Semas's improper filing and assignment of the Logo Marks was knowingly and
15 willfully conducted.

16 189. CHEMEON has been and will continue to be damaged by Defendants purported
17 federal trademark registrations on the Logo Marks.

18 190. Pursuant to 15 U.S.C. §§ 1064 and 1119, the Court should direct the United States
19 Patent and Trademark Office to cancel the Logo Marks Registration Nos. 2091140, 2112805, and
20 2884333.

21 191. CHEMEON has been forced to retain the services of Holland & Hart LLP to
22 address the conduct complained of herein and are therefore entitled to all their reasonable
23 attorneys' fees and costs associated with bringing this action.

24 **FOURTH CLAIM FOR RELIEF**

25 **(Common Law Trademark Infringement)**

26 192. CHEMEON hereby repeats, re-alleges, and incorporates all of the allegations
27 contained in the preceding paragraphs as though fully set forth herein.

28 193. CHEMEON is entitled to legal protection of its trademarks under Nevada law.

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1 194. CHEMEON owns valid and legally protectable marks according to common law
2 trademark rights in the State of Nevada.

3 195. CHEMEON owns common law trademark rights in the following marks: (1) TCP-
4 HF (and related family of marks, such as TCP-HF EPA and TCP-HF SP); (2) AA-200; and (3) the
5 logo mark, shown as follows in two exemplary configurations:



6 and



7 . The CHEMEON Trademarks indicate products associated with
8 CHEMEON (formerly Metalast).
9

10 196. Metalast International, LLC, the company that CHEMEON acquired its assets
11 from, including the common law trademarks, consistently used and uses these marks in
12 commerce, including in the State of Nevada, since 1995.

13 197. CHEMEON acquired the common law trademarks through the Court Order
14 Approving Sale of Assets of Metalast International, LLC to D&M on November 4, 2013.

15 198. Defendants unauthorized use of the exact marks as CHEMEON's marks in order to
16 obtain investment for Defendants' businesses and to market CHEMEON's products as Defendants
17 products to at least to CHEMEON's suppliers and distributors, is likely to cause confusion.

18 199. The common law trademarks have been substantially, exclusively and continuously
19 used by CHEMEON in connection with metal surfacing chemicals. To CHEMEON's knowledge,
20 no other company in its industry has used the common law trademark to identify a particular
21 product or service.

22 200. Due to CHEMEON's length of use, marketing and sales of its metal surfacing
23 chemicals, these marks have acquired secondary meaning.

24 201. Defendants have recently adopted the common law trademarks, particularly the
25 word marks of TCP-HF (and its related family of marks) and AA-200, and CHEMEON's logo
26 marks (*see supra* at ¶ 194) for chemicals to be marketed under Defendants' new companies.
27 CHEMEON's and Defendants' products are related goods.

28 202. Defendants have marketed and have sold or intend to sell the same or similar

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1 chemical products identified with these marks to the same distributors and customers to which
2 CHEMEON has historically sold its goods.

3 203. Defendants market and sell its products in generally the same manner and through
4 the same marketing channels as CHEMEON, since the parties are direct competitors by virtue of
5 Defendants unlawful use of CHEMEON's trade secrets to target the identical customers, and use
6 the same suppliers, blenders and distributors as CHEMEON.

7 204. By virtue of its longstanding and exclusive use in the metal surfacing industry,
8 CHEMEON's common law trademarks have become strong marks.

9 205. Defendants have used and intend to use the exact same marks owned by
10 CHEMEON for the same products for the same customers.

11 206. Defendants adoption and use of CHEMEON's marks has caused confusion or will
12 cause confusion with CHEMEON's suppliers, distributors, customers, and other partners, that
13 know that only CHEMEON's products derive only from CHEMEON.

14 207. Defendants use of CHEMEON's common law trademarks is likely to cause
15 confusion or cause mistake or to deceive as to whether Defendants are affiliated, connected or
16 associated with CHEMEON or as to whether CHEMEON originated, sponsored or approved of
17 Defendants products and related activities.

18 208. By so acting, Defendants have violated § 43(a) of the Lanham Act (15 U.S.C. §
19 1125(a)).

20 209. On information and belief, Defendants copying of CHEMEON's common law
21 trademarks was intentional, willful and in bad faith. Defendants intended to create a confusion by
22 using exact copies of CHEMEON's trademarks and intended to trade off of CHEMEON's brand
23 recognition in its chemical products and to confuse customers about the origin of these products.

24 210. Defendants acts of trademark infringement or threatened acts of infringement have
25 caused, continue to cause or will cause damages and injury to CHEMEON.

26 211. CHEMEON may disgorge Defendants' profits and recover for its damages an
27 award to compensate CHEMEON for the injuries and damages it has sustained as a result of
28 Defendants' conduct which violates § 43(a) of the Lanham Act.

1 212. Because Defendants actions, on information and belief, were intentional, willful
2 and deliberate, CHEMEON is entitled to an award of treble damages under § 35(a) of the Lanham
3 Act (15 U.S.C. § 1117(a)).

4 213. CHEMEON has been forced to retain the services of Holland & Hart LLP to
5 address the conduct complained of herein and are therefore entitled to all their reasonable
6 attorneys' fees and costs associated with bringing this action.

7 **FIFTH CLAIM FOR RELIEF**

8 **(Copyright Infringement)**

9 214. CHEMEON hereby repeats, re-alleges, and incorporates all of the allegations
10 contained in the preceding paragraphs as though fully set forth herein.

11 215. The CHEMEON Copyrights consist of wholly original material and are
12 copyrightable subject matter under the copyright laws of the United States.

13 216. The CHEMEON Copyrights were applied for at the U.S. Copyright Office on May
14 18, 2015, May 28, 2015, June 1, 2015, and February 15, 2016. *See Exhibit 4.*

15 217. Defendants are aware of and have copies of the CHEMEON Copyrights.
16 CHEMEON has not licensed or otherwise authorized Defendants to sell and distribute or publicly
17 display any works that are the same or substantially similar to the CHEMEON Copyrights or that
18 are derivative works based on the CHEMEON Copyrights.

19 218. Defendants have engaged in the copying, distribution, and display of work bearing
20 infringing copies of the CHEMEON Copyrights.

21 219. CHEMEON is informed and believes, and on that basis alleges, that Defendants
22 intentionally copied, distributed and displayed infringing copies of the CHEMEON Copyrights
23 with the knowledge of CHEMEON's rights therein in an attempt to unjustly benefit from the
24 CHEMEON Copyrights.

25 220. Defendants are infringing the CHEMEON Copyrights in violation of the Copyright
26 Act, 17 U.S.C. § 101, *et seq.*, by distributing, publicly displaying, offering for sale, and/or selling
27 products associated with the CHEMEON Copyrights.

28 221. CHEMEON is informed and believes, and on that basis alleges, that Defendants'

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1 copying, distribution, and use of infringing copies of the CHEMEON Copyrights was deliberate,
2 willful, malicious, oppressive, and without regard to CHEMEON's intellectual property rights.

3 222. Defendants' copyright infringement has caused and will continue to cause
4 CHEMEON to suffer substantial injuries, loss, and damage to its proprietary and exclusive rights
5 to the CHEMEON Copyrights, and has further damaged CHEMEON's business reputation and
6 goodwill, diverted its trade, and caused loss of profits, in an amount to be determined at trial.

7 223. Defendants' copyright infringement, and the threat of continuing infringement, has
8 caused, and continues to cause, substantial and irreparable damage and injury to CHEMEON.
9 Thus, CHEMEON is entitled to injunctive and equitable relief against Defendants under 17 U.S.C.
10 § 502, and to an order under 17 U.S.C. § 503 and 28 U.S.C. § 1651(a) that the infringing copies of
11 the CHEMEON Copyrights be seized, impounded, and destroyed.

12 224. Defendants are directly, contributorily, and/or vicariously liable for all damages
13 caused by their unlawful actions.

14 225. D. Semas is liable for all damages due to his willful infringement of CHEMEON's
15 Copyrights.

16 226. CHEMEON has been forced to retain the services of Holland & Hart LLP to
17 address the conduct complained of herein and are therefore entitled to all their reasonable
18 attorneys' fees and costs associated with bringing this action.

19 **SIXTH CLAIM FOR RELIEF**

20 **(Intentional Interference with Prospective Economic Advantage)**

21 227. Plaintiff CHEMEON hereby repeats, re-alleges, and incorporates all of the
22 allegations contained in the preceding paragraphs as though fully set forth herein.

23 228. Prospective contractual relationships exist or existed between CHEMEON and its
24 suppliers, distributors, blender partners and potential customers with respect to the metal finishing
25 and coatings, anodizing, corrosion control and galvanizing chemical products.

26 229. Defendants knew or should have known of the existence of CHEMEON's
27 prospective relationships with its suppliers, distributors, blender partners and customers with
28 respect to these chemical products because Defendants were previously employed by or affiliated

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1 with the insolvent entity Metalast International, LLC, and its manager, Metalast International, Inc.

2 230. Defendants, by continuing to market, distribute, and collect revenue from
3 CHEMEON's business assets, intellectual property and other property of CHEMEON, without
4 authorization and upon information and belief, intended to harm CHEMEON by preventing
5 CHEMEON's prospective contractual relations with its suppliers, distributors, blender partners
6 and customers with respect to CHEMEON's complete product line of chemicals.

7 231. Upon information and belief, Defendants' interference with CHEMEON's
8 prospective economic relations was and is intentional, willful, malicious, without justification or
9 excuse, and was perpetrated in an effort to obtain an unfair business advantage over CHEMEON
10 by benefiting from and exploiting CHEMEON's business, including, but not limited to its
11 intellectual property and other business assets acquired through bankruptcy.

12 232. CHEMEON has suffered and will continue to suffer damages, including but not
13 limited to compensatory and consequential damages, as a direct and proximate result of
14 Defendants' intentional interference with CHEMEON's prospective contractual relations with its
15 distributors, suppliers and customers, in an amount to be proven at trial.

16 233. Upon information and belief, Defendants' interference with CHEMEON's
17 prospective contractual relations with its suppliers, partners, distributors and customers was
18 intentional, fraudulent, malicious, or oppressive, thereby entitling CHEMEON to an award of
19 punitive damages.

20 234. Defendants used improper means to intentionally interfere with CHEMEON's
21 existing or potential economic relations by using CHEMEON's trade secret customer contact
22 information and customer lists to solicit manufacturers, distributors, customers, retailers,
23 wholesalers, and other contacts in order to partner with Defendants in direct competition against
24 CHEMEON.

25 235. D. Semas has also contacted CHEMEON's current and pre-existing customers,
26 suppliers and blender partners to spread misinformation about CHEMEON, what assets
27 CHEMEON had acquired and the status of Defendants' business operations, all to the detriment of
28 CHEMEON.

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1 continued use of its intellectual property, including its trade secrets, the CHEMEON Trademarks,
2 the Logo Marks and copyrights.

3 264. Defendants have marketed, distributed, and exploited CHEMEON's intellectual
4 property assets and other business assets acquitted by CHEMEON, and thus has used and enjoyed
5 the benefits derived from CHEMEON's acquisition of these assets through bankruptcy. Assets
6 the predecessor companies and investors have spent millions of dollars developing and marketing.

7 265. CHEMEON did not provide any permission or license to use CHEMEON's assets.

8 266. Defendants knew or should have known that CHEMEON expected to be
9 compensated for Defendants' use of the Assets.

10 267. CHEMEON has not been compensated for Defendants' use of the assets.

11 268. As a result of this failure, CHEMEON has conferred a benefit on Defendants for
12 which it has not been properly compensated.

13 269. Defendants have been unjustly enriched if allowed to retain the benefit conferred
14 thereon without having to pay CHEMEON for the same.

15 270. It would be inequitable not to require Defendants to compensate CHEMEON for
16 the benefit conferred by the misuse of CHEMEON's assets.

17 271. CHEMEON has suffered and will continue to suffer damages, including but not
18 limited to compensatory and consequential damages, as a result of Defendants' unjust enrichment
19 in an amount to be proven at trial.

20 272. Defendants are liable for all damages due to their willful misuse of CHEMEON's
21 intellectual property and other assets, deceptive trade practices, intentional interference with and
22 misrepresentations about CHEMEON's lawful business operations.

23 273. CHEMEON has been forced to retain the services of Holland & Hart LLP to
24 address the conduct complained of herein and are therefore entitled to all their reasonable
25 attorneys' fees and costs associated with bringing this action.

26 **TENTH CLAIM FOR RELIEF**

27 **(Breach of Fiduciary Duty)**

28 274. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations

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1 contained in the preceding paragraphs as though fully set forth herein.

2 275. By virtue of Metalast International’s Operating Agreement and their relationship to
3 Metalast International, D. Semas and Wendi Semas-Fauria had a fiduciary relationship with
4 Metalast International.

5 276. This fiduciary relationship demanded that D. Semas and Wendi Semas-Fauria
6 owed the highest duties of loyalty, care, and obedience to Metalast International and its interests.

7 277. At least D. Semas and Wendi Semas-Fauria breached the fiduciary duties that they
8 owed to Metalast International by, including, but not limited to, spending Metalast International’s
9 funds on property, such as trademark registrations, that were owned or to be owned by MII or D.
10 Semas; and improperly paying excessive perquisite benefits, large travel and entertainment
11 expenses, and reimbursements to themselves and others with Metalast International funds.

12 278. Based on the express language of the Purchase and Sale Agreement in the
13 receivership action in the Ninth Judicial District Court, CHEMEON, through D&M, acquired any
14 and all legal claims that Metalast International had at the time of D&M’s purchase of Metalast
15 International’s assets, and these assets included claims against D. Semas and Wendi Semas-Fauria
16 for harming Metalast International and its interests through their conduct.

17 279. As a result of D. Semas’ and Wendi Semas-Fauria’s breach of fiduciary duties,
18 CHEMEON has suffered damages in an amount to be proven at trial, and it is therefore entitled to
19 monetary damages at least from D. SemasWendi Semas-Fauria.

20 280. The actions of D. Semas and Wendi Semas-Fauria were intentional, malicious,
21 oppressive, and done in reckless disregard of the consequences to CHEMEON. Such actions
22 entitle CHEMEON to an award of punitive damages at least against Wendi Semas-Fauria in an
23 amount to be proven at trial.

24 281. CHEMEON has been forced to retain the services of Holland & Hart LLP to
25 address the conduct complained of herein and are therefore entitled to all their reasonable
26 attorneys’ fees and costs associated with bringing this action.

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ELEVENTH CLAIM FOR RELIEF

(Breach of Operating Agreement)

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3 282. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations
4 contained in the preceding paragraphs as though fully set forth herein.

5 283. By virtue of Metalast International’s Operating Agreement and their relationship to
6 Metalast International, D. Semas and Wendi Semas-Fauria had a “duty of undivided loyalty to the
7 Company in all matters affecting the Company’s interest and are obligated to act in good faith in
8 dealing with the Company and other members.”

9 284. The Operating Agreement is a binding and enforceable agreement, and D. Semas
10 and Wendi Semas-Fauria were bound by its provisions.

11 285. D. Semas and Wendi Semas-Fauria breached the Operating Agreement by,
12 including, but not limited to, spending Metalast International’s funds on property, such as
13 trademark registrations, that were owned or to be owned by MII or D. Semas; and improperly
14 paying excessive perquisite benefits, large travel and entertainment expenses, and reimbursements
15 to themselves and others with Metalast International funds.

16 286. Based on the express language of the Purchase and Sale Agreement in the
17 receivership action in the Ninth Judicial District Court, CHEMEON, through D&M, acquired any
18 and all legal claims that Metalast International had at the time of D&M’s purchase of Metalast
19 International’s assets, and these assets included claims against D. Semas and Wendi Semas-Fauria
20 for harming Metalast International and its interests through their conduct.

21 287. As a result of D. Semas’ and Wendi Semas-Fauria’s breach of the Operating
22 Agreement, CHEMEON has suffered damages in an amount to be proven at trial, and it is
23 therefore entitled to monetary damages from at least D. Semas Wendi Semas-Fauria.

24 288. CHEMEON has been forced to retain the services of Holland & Hart LLP to
25 address the conduct complained of herein and are therefore entitled to all their reasonable
26 attorneys’ fees and costs associated with bringing this action.

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TWELFTH CLAIM FOR RELIEF

(Contractual Breach of Implied Covenant of Good Faith and Fair Dealing)

289. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations contained in the preceding paragraphs as though fully set forth herein.

290. The Operating Agreement contained an implied covenant of good faith and fair dealing, and this covenant was triggered upon the Operating Agreement becoming effective and upon D. Semas and Wendi Semas-Fauria becoming subject to it.

291. Subsequent to the Operating Agreement becoming effective, D. Semas and Wendi Semas-Fauria acted unfaithfully to the purpose of the Operating Agreement by failing to comply with its provisions.

292. The actions of D. Semas and Wendi Semas-Fauria have been conducted in bad faith in that said actions were made unreasonably, negligently, and with knowledge that there was no reasonable basis for their failure to comply with the terms of the Operating Agreement.

293. As a result of D. Semas' and Wendi Semas-Fauria's actions, CHEMEON's justified expectations of the Operating Agreement have been denied.

294. Based on the express language of the Purchase and Sale Agreement in the receivership action in the Ninth Judicial District Court, CHEMEON, through D&M, acquired any and all legal claims that Metalast International had at the time of D&M's purchase of Metalast International's assets, and these assets included claims against D. Semas and Wendi Semas-Fauria for harming Metalast International and its interests through their conduct.

295. As a result of D. Semas' and Wendi Semas-Fauria's actions, CHEMEON has suffered damages in an amount to be proven at trial, and it is therefore entitled to monetary damages at least from D. SemasWendi Semas-Fauria.

296. CHEMEON has been forced to retain the services of Holland & Hart LLP to address the conduct complained of herein and are therefore entitled to all their reasonable attorneys' fees and costs associated with bringing this action.

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THIRTEENTH CLAIM FOR RELIEF

(Tortious Breach of Implied Covenant of Good Faith and Fair Dealing)

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3 297. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations
4 contained in the preceding paragraphs as though fully set forth herein.

5 298. Based on their special relationship of reliance or fiduciary duty, there exists a
6 special relationship between D. Semas, Wendi Semas-Fauria, and CHEMEON, as successor to
7 D&M and Metalast International, which imposes a duty of good faith and fair dealing on the
8 parties.

9 299. The actions of D. Semas and Wendi Semas-Fauria have been conducted in bad
10 faith in that said actions were made unreasonably and with knowledge that there was no
11 reasonable basis for their failure to comply with the terms of the Operating Agreement and their
12 fiduciary duties under that agreement.

13 300. As a result of D. Semas' and Wendi Semas-Fauria's actions, and by way of the
14 special relationship between them, CHEMEON's justified expectations of the Operating
15 Agreement, as successor to D&M and Metalast International, have been denied.

16 301. Based on the express language of the Purchase and Sale Agreement in the
17 receivership action in the Ninth Judicial District Court, CHEMEON, through D&M, acquired any
18 and all legal claims that Metalast International had at the time of D&M's purchase of Metalast
19 International's assets, and these assets included claims against D. Semas and Wendi Semas-Fauria
20 for harming Metalast International and its interests through their conduct.

21 302. As a result of D. Semas' and Wendi Semas-Fauria's actions, CHEMEON has
22 suffered damages in an amount to be proven at trial, and it is therefore entitled to monetary
23 damages at least from Wendi Semas-Fauria.

24 303. The actions of D. Semas and Wendi Semas-Fauria were intentional, malicious,
25 oppressive, and done in reckless disregard of the consequences to CHEMEON. Such actions
26 entitle CHEMEON to an award of punitive damages against at least Wendi Semas-Fauria in an
27 amount to be proven at trial.

28 304. CHEMEON has been forced to retain the services of Holland & Hart LLP to

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1 address the conduct complained of herein and are therefore entitled to all their reasonable
2 attorneys' fees and costs associated with bringing this action.

3 **FOURTEENTH CLAIM FOR RELIEF**

4 **(Conversion)**

5 305. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations
6 contained in the preceding paragraphs as though fully set forth herein.

7 306. D. Semas and Wendi Semas-Fauria have intentionally and knowingly exercised
8 dominion or control over CHEMEON's property, as successor to D&M and Metalast
9 International, thereby interfering with the rights of CHEMEON to control said property.

10 307. By engaging in the foregoing acts, including, but not limited to, spending Metalast
11 International's funds on property, such as trademark registrations, that were owned or to be owned
12 by MII or D. Semas, and improperly paying excessive perquisite benefits, large travel and
13 entertainment expenses, and reimbursements to themselves and others with Metalast International
14 funds, D. Semas and Wendi Semas-Fauria have seriously interfered with CHEMEON's right to its
15 property, thereby causing damage to CHEMEON.

16 308. D. Semas and Wendi Semas-Fauria have failed to acknowledge CHEMEON's
17 property rights and have acted maliciously and with a conscious disregard of CHEMEON's rights.

18 309. Based on the express language of the Purchase and Sale Agreement in the
19 receivership action in the Ninth Judicial District Court, CHEMEON, through D&M, acquired any
20 and all legal claims that Metalast International had at the time of D&M's purchase of Metalast
21 International's assets, and these assets included claims against D. Semas and Wendi Semas-Fauria
22 for harming Metalast International and its interests through their conduct.

23 310. As a result of D. Semas' and Wendi Semas-Fauria's actions, CHEMEON has
24 suffered damages in an amount to be proven at trial, and it is therefore entitled to monetary
25 damages from at least Wendi Semas-Fauria.

26 311. The actions of D. Semas and Wendi Semas-Fauria were intentional, malicious,
27 oppressive, and done in reckless disregard of the consequences to CHEMEON. Such actions
28 entitle CHEMEON to an award of punitive damages against at least Wendi Semas-Fauria in an

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1 amount to be proven at trial.

2 312. CHEMEON has been forced to retain the services of Holland & Hart LLP to
3 address the conduct complained of herein and are therefore entitled to all their reasonable
4 attorneys' fees and costs associated with bringing this action.

5 **FIFTEENTH CLAIM FOR RELIEF**

6 **(Civil Conspiracy)**

7 313. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations
8 contained in the preceding paragraphs as though fully set forth herein.

9 314. D. Semas and Wendi Semas-Fauria, in concerted action with each other, pursued
10 the unlawful objective of, including, but not limited to, acquiring, by registration, the Logo Marks;
11 assigning rights in the Logo Marks first to the MII instead of the MILLC, and second from MII to
12 D. Semas in his personal capacity; trademark infringement as described herein; copyright
13 infringement as described herein; misappropriation of trade secrets; breach of various duties and
14 agreements; and conversion of CHEMEON property, as described herein.

15 315. The actions of D. Semas and Wendi Semas-Fauria were knowing, intentional,
16 malicious and designed to harm CHEMEON and did harm CHEMEON.

17 316. As a result of the actions of D. Semas and Wendi Semas-Fauria, CHEMEON has
18 suffered damages in an amount to be proven at trial, and it is therefore entitled to monetary
19 damages from at least Wendi Semas-Fauria.

20 317. The actions of D. Semas and Wendi Semas-Fauria were intentional, malicious,
21 oppressive, and done in reckless disregard of the consequences to CHEMEON. Such actions
22 entitle CHEMEON to an award of punitive damages against at least Wendi Semas-Fauria in an
23 amount to be proven at trial.

24 318. CHEMEON has been forced to retain the services of Holland & Hart LLP to
25 address the conduct complained of herein and are therefore entitled to all their reasonable
26 attorneys' fees and costs associated with bringing this action.

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SIXTEENTH CLAIM FOR RELIEF

(Breach of Contract – Employment Agreement)

319. CHEMEON hereby repeats, re-alleges, and incorporate all of the allegations contained in the preceding paragraphs as though fully set forth herein.

320. D. Semas breached his Employment Agreement with MILLC by, including, but not limited to, misappropriating CHEMEON’s trade secrets or otherwise confidential and proprietary information, and using that information without permission or authorization from CHEMEON.

321. D. Semas actions constitute breach of his Employment Agreement, that is not excused or excusable.

322. The actions of D. Semas were knowing, intentional, malicious and designed to harm CHEMEON and did harm CHEMEON.

323. As a result of D. Semas’ actions, CHEMEON has suffered damages in an amount to be proven at trial, and it is therefore entitled to monetary damages.

324. The actions of D. Semas were intentional, malicious, oppressive, and done in reckless disregard of the consequences to CHEMEON. Such actions entitle CHEMEON to an award of punitive damages against in an amount to be proven at trial.

325. CHEMEON has been forced to retain the services of Holland & Hart LLP to address the conduct complained of herein and are therefore entitled to all their reasonable attorneys’ fees and costs associated with bringing this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff CHEMEON prays for judgment in its favor and against Defendants, jointly and severally, as follows:

1. For provisional preliminary and permanent injunctive relief against Defendants, and their directors, officers, employees, servants, attorneys, agents, representatives, licensees, and all persons in privity, concert, or participation with it:

(a) enjoining them from manufacturing, marketing, displaying, possessing, copying, duplicating, displaying, imitating, circulating, selling or otherwise distributing, or otherwise making any use of CHEMEON’s trade secrets;

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HOLLAND & HART LLP
5441 Kietzke Lane, 2nd Floor
Reno, NV 89511
Phone: (775) 327-3000 ♦ Fax: (775) 786-6179

1 (b) enjoining them from any use of CHEMEON’s common law trademarks;

2 (c) enjoining them from using any unauthorized copy or colorable imitation of
3 the CHEMEON copyrights;

4 (d) enjoining them from engaging in any other activity constituting unfair
5 competition or any deceptive trade practices;

6 (e) ordering them to immediately remove, destroy, or return all reproductions
7 of CHEMEON’s trade secrets and copyrighted works and any materials labeled with
8 CHEMEON’s trademarks; and

9 (f) enjoining them from assisting, aiding, or abetting another person or
10 business entity in engaging or performing any of the activities enumerated in subparagraphs
11 (a) – (e) above;

12 (e) ordering them to preserve all relevant information involving the instant
13 litigation, including, but not limited to the information contained in the six boxes of hard
14 copy documents, any information removed from MILLC’s headquarters and stored in D.
15 Semas’ storage unit, and the two laptops retained by David Semas and Greg Seams;

16 (f) enjoining them, or any entities they own, from intimating, claiming or
17 suggesting, that they own any goodwill of MILLC or its successor;

18 (g) enjoining them, or any entities they own, from intimating, claiming or
19 suggesting that they were MILLC, or the operating entity prior to June 10, 2013.

20 2. For provisional declaratory relief that:

21 (a) Plaintiff was and is legally permitted to use the Word Marks and any
22 common law rights to “Metalast”; and

23 (b) Defendants are not the proper and sole owner of all rights, title, and interest
24 to the Logo Marks.

25 3. Due to Defendants fraud on the U.S. Patent and Trademark office, Defendants’
26 federally registered Logo Marks with U.S. Registration Nos., 2091140, 2112805, and 2884333
27 should be cancelled;

28 4. For general, compensatory, and consequential damages, and all profits derived by

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1 Defendants from their wrongful acts (including without limitation under NRS Chapter 600) in an
2 amount to be proven at trial;

3 5. For an award of treble damages due to, and Defendants’ profits derived from, their
4 wrongful acts pursuant to trademark infringement, unfair competition, and unjust enrichment;

5 6. For an award of actual damages and any additional profits or statutory damages, as
6 provided by the Copyright Act due to, and Defendants’ profits derived from, their wrongful acts
7 pursuant to copyright infringement;

8 7. For an award of punitive damages against Defendants in an amount deemed
9 appropriate;

10 8. For an award of reasonable attorneys’ fees incurred in this action as provided for in
11 the Employment Agreement, and including, without limitation, for an award of fees pursuant to
12 the Nevada Uniform Trade Secret Act, pursuant to 15 U.S.C. § 1117 et. sec., and pursuant to 17
13 U.S.C. §550;

14 9. For all taxable costs;

15 10. For pre and post-judgment interest; and

16 11. For such other and further relief as the Court may deem just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a trial by
19 jury on all issues so triable.

20 DATED this 7th day of April, 2016.

21 **HOLLAND & HART LLP**

22 /s/ Robert C. Ryan
23 Robert C. Ryan (7164)
24 Tamara Reid (9840)
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

25 Christopher B. Hadley
26 (Admitted *pro hac vice*)
27 HOLLAND & HART LLP
222 South Main St., Suite 2200
Salt Lake City, Utah 84101
28 *Attorneys for Plaintiffs*

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EXHIBIT "1"



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Typed Drawing

Word Mark METALAST
Goods and Services IC 001. US 001 005 006 010 026 046. G & S: chemical surface treatment based on anodic oxidation for use in imparting corrosion resistance, wear-resistance, hardness, and for replacing surface conductivity of aluminum and aluminum alloy parts. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75030598
Filing Date November 30, 1995
Current Basis 1A
Original Filing Basis 1B
Published for Opposition April 22, 1997
Registration Number **2112804**
Registration Date November 11, 1997
Owner (REGISTRANT) METALAST International, Incorporated CORPORATION NEVADA 2241 Park Place Minden NEVADA 89423
 (LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O.BOX 618 GENOA NEVADA 89411
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Ian F. Burns
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070428.
Renewal 1ST RENEWAL 20070428

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Typed Drawing

Word Mark	METALAST
Goods and Services	IC 040. US 100 103 106. G & S: metal treatment. FIRST USE: 19930600. FIRST USE IN COMMERCE: 19930600
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	75139979
Filing Date	July 23, 1996
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	June 24, 1997
Change In Registration	CHANGE IN REGISTRATION HAS OCCURRED
Registration Number	2097260
Registration Date	September 16, 1997
Owner	(REGISTRANT) Metalast International, Inc. CORPORATION NEVADA 2241 Park Place Minden NEVADA 89423 (LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O. BOX 618 GENOA NEVADA 89411
Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Ian F. Burns
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070428.
Renewal	1ST RENEWAL 20070428
Live/Dead Indicator	LIVE

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Word Mark METALAST

Goods and Services IC 001. US 001 005 006 010 026 046. G & S: Chemicals for use in metal treatment, consisting of cleaners, etchers, deoxidizers, dyes, electrolytic colors, sealants, electro polishers, anodizing additives, surfactants, acidifiers, basifiers, anodizing accelerators, fume suppressants, and anti foaming agents. FIRST USE: 19941231. FIRST USE IN COMMERCE: 19941231

IC 009. US 021 023 026 036 038. G & S: Computer hardware systems comprising central processing units, computer monitors, computer input devices, namely, computer touch screens and keyboards, and computer interface controllers; computer software for controlling and monitoring metal treatment processes, storing data related to metal treatment, and for creating process verification reports. FIRST USE: 19951031. FIRST USE IN COMMERCE: 19951031

Mark Drawing Code (1) TYPED DRAWING

Serial Number 78267465

Filing Date June 26, 2003

Current Basis 1A

Original Filing Basis 1A

Published for Opposition March 29, 2005

Change In Registration CHANGE IN REGISTRATION HAS OCCURRED

Registration Number 2963106

Registration Date June 21, 2005

Owner (REGISTRANT) METALAST International, Inc. CORPORATION NEVADA 2241 Park Place Minden NEVADA 89423

(LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O. BOX 618 GENOA NEVADA 89411

Assignment

Recorded ASSIGNMENT RECORDED
Attorney of Record Ian F. Burns, Esq.
Prior Registrations 2097260;2112804
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR).
Live/Dead Indicator LIVE

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METALAST

Word Mark	METALAST
Goods and Services	IC 001. US 001 005 006 010 026 046. G & S: Chemicals for use in metal treatment to prevent corrosion, consisting of cleaners, etchers, deoxidizers, dyes, electrolytic colors, sealants, electro polishers, anodizing additives, surfactants, acidifiers, basifiers, anodizing accelerators, fume suppressants, and anti foaming agents. FIRST USE: 19941231. FIRST USE IN COMMERCE: 19941231
	IC 009. US 021 023 026 036 038. G & S: Computer hardware systems comprising central processing units, computer monitors, computer input devices, namely, computer touch screens and keyboards, and computer interface controllers; computer software for controlling and monitoring metal treatment processes, storing data related to metal treatment, and for creating process verification reports. FIRST USE: 19951031. FIRST USE IN COMMERCE: 19951031
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	85358730
Filing Date	June 28, 2011
Current Basis	1A
Original Filing Basis	1A
Published for Opposition	January 31, 2012
Registration Number	4128211

Registration Date April 17, 2012

Owner (REGISTRANT) METALAST International, Inc. CORPORATION NEVADA 2241 Park Place Minden NEVADA 89423

(LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O. BOX 618 GENOA NEVADA 89411

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Ian F. Burns

Prior Registrations 2097260;2112804;2963106

Type of Mark TRADEMARK

Register PRINCIPAL

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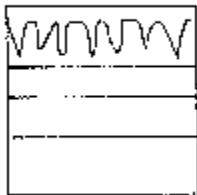
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Goods and Services IC 040. US 100 103 106. G & S: metal treatment. FIRST USE: 19940600. FIRST USE IN COMMERCE: 19940600

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 26.11.12 - Rectangles with bars, bands and lines
26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

Serial Number 75153242

Filing Date August 20, 1996

Current Basis 1A

Original Filing Basis 1A

Published for Opposition June 3, 1997

Registration Number **2091140**

Registration Date August 26, 1997

Owner (REGISTRANT) Metalast International, Inc. LIMITED LIABILITY COMPANY NEVADA 2241 Park Place Minden NEVADA 84923

(LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O. BOX 618 GENOA NEVADA 89411

Assignment Recorded ASSIGNMENT RECORDED

Attorney of Record Ian F. Burns

Type of Mark SERVICE MARK

Register PRINCIPAL

Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070428.

Renewal 1ST RENEWAL 20070428

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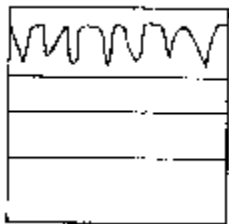
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Goods and Services IC 001, US 001 005 006 010 026 046. G & S: chemical surface treatment based on anodic oxidation for use in imparting corrosion resistance, wear-resistance, hardness, and for replacing surface conductivity of aluminum and aluminum alloy parts. FIRST USE: 19960200. FIRST USE IN COMMERCE: 19960200

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 01.15.03 - Fire (flames), other than emanating from objects, words, numbers, fireplaces or candles; Flames, other than flames emanating from objects, words, numbers, fireplaces or candles
26.09.12 - Squares with bars, bands and lines

Serial Number 75030599

Filing Date November 30, 1995

Current Basis 1A

Original Filing Basis 1B

Published for Opposition April 22, 1997

Registration Number 2112805

Registration Date November 11, 1997

Owner (REGISTRANT) METALAST International Incorporated CORPORATION NEVADA 2241 Park Place Minden NEVADA 89423

(LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O. BOX 618 GENOA NEVADA 89411

Assignment

Recorded ASSIGNMENT RECORDED
Attorney of Record Ian F. Burns
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20070428.
Renewal 1ST RENEWAL 20070428
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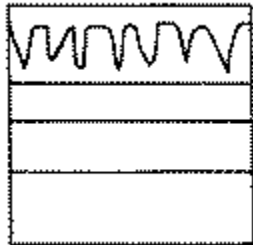
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Goods and Services IC 001. US 001 005 006 010 026 046. G & S: Chemicals for use in metal treatment, consisting of cleaners, etchers, deoxidizers, dyes, electrolytic colors, sealants, electro polishers, anodizing additives, surfactants, acidifiers, basifiers, anodizing accelerators, fume suppressants, and anti foaming agents. FIRST USE: 19941231. FIRST USE IN COMMERCE: 19941231

IC 009. US 021 023 026 036 038. G & S: Computer systems comprising central processing units, monitors, input devices, and interface controllers; Computer software for controlling and monitoring metal treatment processes, storing data related to metal treatment, and producing process verification reports. FIRST USE: 19951031. FIRST USE IN COMMERCE: 19951031

Mark Drawing Code (2) DESIGN ONLY

Design Search Code 26.09.02 - Plain single line squares; Squares, plain single line
26.09.12 - Squares with bars, bands and lines
26.17.25 - Other lines, bands or bars

Serial Number 78290394

Filing Date August 21, 2003

Current Basis 1A

Original Filing Basis 1A

Published for Opposition June 22, 2004

Registration Number 2884333

Registration Date September 14, 2004

Owner (REGISTRANT) METALAST International, Inc. LIMITED LIABILITY COMPANY NEVADA 2241 Park

Place Minden NEVADA 89423

(LAST LISTED OWNER) SEMAS, DAVID M. INDIVIDUAL UNITED STATES P.O. BOX 618 GENOA NEVADA 89411

Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Ian F. Burns
Description of Mark Color is not claimed as a feature of the mark.
Type of Mark TRADEMARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20140922.
Renewal 1ST RENEWAL 20140922
Live/Dead Indicator LIVE

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EXHIBIT “3”

EXHIBIT “3”

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Third Agreement" or "Agreement") is made this 25th day of April 2010, by and between METALAST International, Inc., a Nevada corporation (hereinafter "MII"), by and through its Chairman, President and Chief Executive Officer, Manager for and on behalf of METALAST International, LLC, a Nevada limited liability company (hereinafter "MILLC" or the "Company") with offices located at 2241 Park Place, Bldg. C, Minden, NV 89423 and David Michel Semas, individually (hereinafter "DMS") with a physical address of 301 Five Creek Road, Gardnerville, NV 89460.

W I T N E S S E T H:

WHEREAS, DMS is and has been employed by MILLC by and through its Manager, MII (hereinafter collectively "MILLC") since 1994 as its President, Chief Executive Officer, Manager and also serves as MII's Chairman of the Board; and

WHEREAS, through such experience he has acquired special expertise, skills, abilities, talents and an extensive background in and knowledge of MILLC's business and the primary industries in which it is engaged, including but not limited to metal finishing technologies, "green" specialty chemicals, corrosion control and bonding/adhesion products, pre-paint coatings and process control equipment; and

WHEREAS, MILLC desires assurance of the continued association and services of DMS in order to retain his experience, skill sets, abilities, background and knowledge, professional relationships and the respect that MILLC now enjoys in the metal finishing and coating industries as a result of his efforts and therefore desires to continue to engage his services on the terms and conditions set forth below; and

WHEREAS, since the formation of the Company DMS has from time to time personally guaranteed loans from individuals to MILLC including principal and accrued interest in a cumulative amount in excess of Ten Million Dollars (\$10,000,000.00) and made loans and advances to MILLC in excess of One Million Dollars (\$1,000,000.00). DMS also sold One Million Dollars (\$1,000,000.00) of his personal MILLC Common LLC Interests ("shares") benefiting MILLC by causing a Four Hundred and Fifty Thousand Dollar (\$450,000.00) defaulted business loan to be converted to MILLC Common shares; and

WHEREAS, throughout many occasions over the previous six (6) year period DMS has accrued wages payable to DMS by MILLC in accordance with the terms and conditions of his previous employment agreement dated January 29, 2001 (hereinafter "Previous Agreement") in the total amount of approximately Two Million (\$2,000,000.00) without interest, representing nearly six (6) years of base salary compensation; and

WHEREAS, MILLC has been the beneficiary of the benevolent acts of DMS regarding his personal guarantee of business loans, extending personal loans to the Company to make its payroll obligations, selling his personal shares to prevent litigation with reference to a defaulted loan and placing his personal financial well-being second to that of MILLC and

its Members by foregoing his earned bi-monthly salary compensation and accrued business expenses on a regular basis; and

WHEREAS, MILLC and its Members have financially benefited from the unselfish actions of DMS and in so doing he has incurred substantial personal liability and assumed responsibility far beyond the normal or legal obligations as the Manager for MILLC and President/CEO of MII; and

WHEREAS, DMS entered into the Existing Agreement with MILLC on January 29, 2001 and both MILLC and DMS wish to supercede all of the terms and conditions as contained in the Previous Agreement by entering into this new Third Agreement; and

WHEREAS, DMS desires to continue in the employ of the Company and MILLC, its Manager and its Members who have consecutively each year elected MII as the Manager for MILLC since its formation and incorporation in May 1994 and have further reaffirmed and validated the election of MII as Manager for MILLC at the Annual Members Meeting held at the Peppermill Hotel & Casino in Reno, NV on October 10, 2009, the parties hereto agree to the following terms and conditions.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Third Agreement, it is agreed as follows:

1. DMS ENGAGEMENT, DUTIES AND AUTHORITY. MILLC agrees to employ DMS as its Manager per his employment as the Chairman of the Board, President and Chief Executive Officer (“CEO”) of MII and in such other capacities as MII, through its Board of Directors as elected by the majority of its shareholders, may from time to time determine.

DMS shall be the Chairman of the Board of Directors, President and CEO of MII and as such shall conduct all of MII’s and MILLC’s day-to-day operations in accordance with the MILLC Operating Agreement and with the full power and authority to act on behalf of MII and MILLC in all matters including but not limited to the right to hire and terminate all employees, establish employee compensation (including the Manager and CEO), set corporate policies, borrow money, execute all contracts and agreements, financially obligate MII and/or MILLC in all matters as may be deemed reasonable by the Manager, develop business plans and financial models, establish procedures and sets operating budgets.

Further, DMS shall have complete and discretionary authority as more specifically defined in Article XI of the MILLC Operating Agreement. DMS shall manage and conduct this business, joint ventures, licensee, licensor and strategic alliance partnerships and be responsible for arranging any and all equity and/or debt financing, including establishing the pricing and valuation of MILLC’s Common LLC Interests (“shares”) and authorizing the issuance of different classes of shares. DMS shall establish polices concerning the pricing of the Company’s products and services to its licensee’s, distributors, customers and clients. MILLC, by and through its Manager hereby acknowledges and agrees that in addition to the foregoing and without limitation of any kind DMS shall be responsible for all MILLC operations and shall have complete and entire authority to:

a. Oversee, manage and otherwise be responsible for MILLC's day-to-day operations including research and development, engineering, manufacturing, marketing, advertising, promotion, accounting, financing and worldwide implementation of all METALAST® technologies, products, services and processes or any other technology, product, service or process it may offer its licensee's, partners, customers or clients. This may include the issuance of sub-licenses and execution of royalty or license agreements with domestic or foreign chemical companies, distributors, manufacturers, job shops and suppliers. DMS shall continue to have full power and authority to act on behalf of MII and MILLC in mergers and/or acquisitions and operations of new or proposed MILLC involved business ventures in the areas of process line design, engineering, manufacturing and the manufacturing, sale and distribution of metal finishing and coating chemistries or equipment or any other business' as the Company may become involved in the future; and

b. Establish guidelines, policies and procedures for all departments concerning the development of an Annual MILLC Operating Budget ("Budget") and approval such Budget, capital and operating expenditures; and

c. Singularly sign and approve any bank check, draft, cashiers check, wire transfer or other financial or banking instrument in an amount up to One Million Dollars (\$1,000,000.00) or any amount above this with the additional signature of either the Vice President or Senior Vice President of Administration; and

d. Enter into any and all types of business ventures and loan agreements. DMS has complete and entire authority to issue equity and debt instruments, which includes the issuance of MILLC Class B Common Interests ("shares") as DMS may determine is in the best interest of the majority of MILLC and its Preferred and Common Members.

DMS shall not, however take any of the following actions on behalf of MILLC without first obtaining the approval from the simple majority of the MII Board of Directors:

e. Borrow or obtain credit in an amount exceeding the sum of Twenty-Five Million Dollars (\$25,000,000.00) or executing any guaranty on behalf of MILLC exceeding a like amount; and

f. Expend funds for capital equipment in excess of 100% of the approved annual budgeted expenditures as approved by a simple majority of the MII Board of Directors; and

g. Execute any lease of real or personal property providing for an aggregate rent or lease liability in excess of Ten Million Dollars (\$10,000,000.00).

2. DMS's OUTSIDE ACTIVITIES. During his employment DMS agrees to the following;

a. Devote his energies, interest, abilities, and productive time to the performance of this Agreement. He shall not engage in any other business activity that would materially interfere with the performance of his duties under this Agreement.

b. While employed by the Company under the rights, duties and responsibilities as the Manager in accordance with the MILLC Operating Agreement, DMS will not, directly or indirectly, whether as a partner, employee, creditor, or otherwise, promote, participate, or engage in an activity or other business competitive with MILLC's business.

c. While employed by the Company DMS will not take any action without the approval of a simple majority of the MII Board of Directors, to establish, form, or become employed by a competing business after employment by MILLC for a period of two (2) years.

d. DMS shall have the right to become engaged in other businesses that are not directly involved in the metal finishing, aluminum anodizing or metal coatings specialty chemical industry or that are not in direct conflict with the specific intent of this Agreement as defined herein.

3. **TERM OF EMPLOYMENT.** This Third Agreement and all the provisions herein shall supercede and replace the Previous Agreement. DMS shall be employed for a term of ten (10) years, commencing upon the execution of this Agreement and ending at 12:00 AM midnight on the tenth anniversary date the day and year first above written.

4. **PLACE OF EMPLOYMENT.** During the employment term DMS shall perform the services he is required to perform under this Agreement at MILLC's corporate offices, presently located at the METALAST Tech Center, 2241 Park Place, Bldg. C, Minden, Nevada 89423; provided, however DMS's duties may from time to time require him to operate out of his home office or any other location, which may include those offices of a subsidiary or an operating division or travel to other locations on behalf of the MILLC's business as he may deem appropriate and in the best interest of the Company.

5. **SALARY COMPENSATION.** MILLC and MII shall pay a base salary to DMS at the rate of Four Hundred and Fifty Thousand Dollars (\$450,000.00) per year payable in equal semi-monthly installments or under other terms as maybe acceptable to DMS. The annual base salary shall be effective as of the execution of the Agreement and shall be payable commencing on May 1, 2010.

6. **INCENTIVE AND ADDITIONAL COMPENSATION.**

a. In addition to the base salary provided above, MILLC and MII herein grant DMS incentive compensation consisting of MILLC Common Interests or the equivalent of MILLC Common Stock (hereafter collectively "shares"), if applicable, should MILLC convert from a limited liability company to a corporation. The interests shall be issued to DMS in the form of MILLC stock or MILLC share options (hereafter "Options") at the "Strike Price" or Options exercise price at the rate of Fifteen Dollars (\$15.00) per share Option. Should MILLC split its Common Interests or shares, the Options granted herein shall be split, divided or multiplied (as the case may be) on an equal basis with all other MILLC Common Interest Members. Beginning with the first anniversary date after the execution of this Agreement (April 2010) and for each anniversary date of his employment thereafter,

MILLC shall issue DMS a minimum of Fifty Thousand (50,000) Class B Common LLC Interests ("Common Shares") each year or a total of Five Hundred (500,000) shares over his entire ten (10) year employment term. The annual Options of Fifty Thousand (50,000) shares shall have an expiration date of December 31, 2021. At such time as DMS may request, MILLC agrees to grant DMS a bonus equal to the face amount or Strike Price of all Options issued to him in the year(s) in which DMS may wish to exercise his rights under such Options to convert to Common shares.

b. MILLC acknowledges that a total of Three Hundred and Twenty Four Thousand (324,000) Options have been previously issued to DMS since January 29, 2002 as per Previous Agreement and all of these Options shall be converted to Common Shares on or before July 31, 2010 based on the valuation of the MILLC shares at the time of conversion.

c. In consideration for DMS foregoing his rights to receive interest payments on accrued wages of approximately Two Million Dollars (\$2,000,000.00) due DMS as calculated by the MILLC accounting department, the Company and MII agree to forgive the amount of Eight Hundred and Fifty Nine Thousand Dollars (\$859,000.00) of loans granted to DMS. The loans granted to DMS will be forgiven at the rate of Two Hundred Thousand Dollars (\$200,000.00) each year beginning on December 31, 2010 and each subsequent December 31st of each year thereafter or in any other manner as maybe determined by DMS in his sole and absolute discretion, until such time that the unpaid balance of the loans reflect a zero balance. Additionally, effective with the date of execution of this Agreement DMS shall also be entitled to receive in cash on a monthly basis interest rate payments of ten percent (10%) on the outstanding balance of his accrued wages payable monthly until such time that the obligation has been satisfied in full. DMS may elect to accrue such interest rate amounts due or accept any other method of payment in any other manner as maybe determined by DMS in his sole and absolute discretion.

d. In consideration for DMS having personally guaranteed loans in excess of Ten Million Dollars (\$10,000,000.00) since 1997, extending cash advances to MILLC to meet its operating expenses obligations and payroll, as well as other loans and advances made and loans to be made in the future by DMS to MILLC, which may likely be in excess of Two Million Dollars (\$2,000,000.00) in the aggregate, as well as for further compensation to DMS for the sale of One Million Dollars (\$1,000,000.00) of DMS' personal MILLC Common shares benefiting MILLC by causing a defaulted loan (Sutter Capital Management, per MILLC Data Base ID #59880) to be converted to MILLC Common shares, and in addition to all other compensation as defined above DMS shall be entitled to receive a full ten percent (10%) non-diluted equity ownership position in MILLC. This ten percent (10%) non-diluted equity ownership position shall entitle DMS to receive his prorata portion of MILLC annual net profits available for distribution as well as the same percentage of net profits upon sale, merger, IPO or liquidation when and if applicable. The term "net profits" is defined as net cash proceeds derived after deducting the cost of operations each year or at the time of sale or liquidation. This calculation includes the net cash received by MILLC after all deductions for costs associated with MILLC operations such as fixed and variable expenses, loan principal and interest repayments, Preferred Member distributions or redemption, payroll, taxes, insurance or other direct and indirect costs, including reasonable operating and replacement

reserves related to the operation of the Company. After offsetting all costs as defined herein, net profits means the cash actually remaining and available for distribution to the MILLC members (Preferred and Common shares) and DMS as well as net proceeds generated from the sale, merger or liquidation of MILLC and all of its assets.

e. DMS shall be entitled to receive other normal, customary and reasonable executive compensation and perks including health benefits, key-man insurance, auto allowance, a monthly reimbursable expense account, association dues and memberships to private clubs and the same type of benefits normally granted to CEO's or other senior executives with full P&L responsibility.

7. **TRADE SECRETS.** All trade secrets, associated with metal finishing, anodizing processes, specialty chemicals and other intangible rights specifically associated with the METALAST® technology, products, services and processes or any other technology, product, service or process it may offer its licensee's, partners, customers or clients that may be conceived or developed by DMS, either alone, by or with others, during the entire term of DMS's employment shall be the property of MILLC. DMS agrees to keep secret and shall keep confidential, and other than as provided herein shall not use, divulge or disclose, directly or indirectly, to any persons or companies, any trade secret, confidential and Proprietary Information, or any knowledge, information, documents or materials, owned, developed, controlled or possessed by MILLC concerning any of its intellectual property or confidential information relating to the registered METALAST® brand, whether in tangible or intangible form, the confidentiality of which MILLC has sought to protect, including but not limited to all METALAST products and services, their application, and all data, know-how and manufacturing know-how related thereto.

8. **INDEMNIFICATION OF DMS.** MILLC and MII shall, to the maximum extent permitted by law, indemnify and hold DMS harmless against expenses and pay for and advance if requested to do so by DMS all out-of-pocket costs including reasonable attorney's fees, courts costs, judgments, fines, settlements and other amounts actually incurred in connection with any proceeding arising by reason of DMS's employment by MILLC as its Manager and Managing Member or his actions taken, in good faith, on behalf of MILLC. MILLC shall advance to DMS or if requested by DMS offset any reasonable expenses and legal fees (as determined in the sole discretion of DMS) incurred in defending any such proceeding to the maximum extent permitted by law. MILLC shall pay for all legal, accounting, consulting fees and any other direct or indirect costs associated with any and all litigation, arbitration, investigation, inquiry or other proceeding that may be filed or brought against DMS by any individual, partnership, company, corporation or by local, state or federal governmental agencies, unless DMS has been found guilty or criminally indicted of a material act of dishonesty and criminal fraud and is convicted thereof.

9. **TERMINATION OF AGREEMENT.**

a. **Involuntary Termination.** The Company, MII or the majority of MILLC Common voting LLC Members can not terminate this Agreement without cause.

b. Termination For Cause. MILLC may, with the seventy-five percent (75%) voting approval of the MII Board of Directors, terminate this Agreement at any time with ninety (90) days' written notice in the event DMS commits any material act of criminal fraud and dishonesty and is convicted thereof, is guilty of gross carelessness or misconduct or acts in any way that has a substantial and adverse negative effect on MILLC business operations. In the event this provision is enforced DMS shall continue to be entitled to receive payment in full of his accrued wages, with interest therein to date, his stock options issued and due up to twelve (12) months after his termination, together with the bonus provision that entitles him to a cash bonus amount equal to the face amount of each Option. Loan advances granted to DMS per 6c. shall be entirely forgiven as herein defined or as DMS may request. DMS shall continue to be entitled to receive his ten percent (10%) non-diluted equity ownership in MILLC as defined above.

c. Termination On Resignation. DMS may terminate this Agreement by giving MILLC ninety (90) days' prior written notice of resignation. Such termination shall not effect or in anyway change DMS' equity ownership in MILLC consisting Common Interests, shares, stock ownership, Options issued ninety (90) days after his resignation. In the event this provision is enforced DMS shall continue to be entitled to receive his accrued wages, with interest therein to date, his stock options issued and due up to twelve (12) months after his termination, together with the bonus provision that entitles him to a cash bonus amount equal to the face amount of each Option. Loan advances granted to DMS per 6c. shall be entirely forgiven as herein defined or as DMS may request. DMS shall continue to be entitled to receive his ten percent (10%) non-diluted equity ownership in MILLC as defined above.

d. Termination On Death. If DMS dies during the term of this Agreement, this Agreement shall be terminated on the last day of the fiscal year of his death. His heirs or nominees shall be entitled to receive accrued wages due DMS, with interest therein to date, his stock options issued and due up to twelve (12) months after his death, together with the bonus provision that entitles the heirs or nominees to a cash bonus compensation in amount equal to the face amount of each Option. Loan advances granted to DMS per 6c. shall be entirely forgiven as herein defined or as DMS may request.. DMS shall continue to be entitled to receive his ten percent (10%) non-diluted equity ownership in MILLC.

10. NOTICE. Any notice required to be given hereunder shall be given in writing and personally delivered to, or addressed and mailed, by certified mail with all postage prepaid thereon to the either party at the address first above written.

11. ATTORNEY'S FEES AND COSTS. In the event of litigation between MILLC and DMS regarding the rights and obligations of the parties hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs as maybe set by the Court.

12. CONTROLLING LAW. This Agreement and all rights, duties and liabilities hereunder shall be construed in accordance with the laws of the State of Nevada, and of the United States of America. The exclusive venue and jurisdiction shall be Ninth Judicial District Court, Douglas County, Nevada. The Parties expressly acknowledge that this is a mandatory forum selection clause.

reserves related to the operation of the Company. After offsetting all costs as defined herein, net profits means the cash actually remaining and available for distribution to the MILLC members (Preferred and Common shares) and DMS as well as net proceeds generated from the sale, merger or liquidation of MILLC and all of its assets.

e. DMS shall be entitled to receive other normal, customary and reasonable executive compensation and perks including health benefits, key-man insurance, auto allowance, a monthly reimbursable expense account, association dues and memberships to private clubs and the same type of benefits normally granted to CEO's or other senior executives with full P&L responsibility.

7. **TRADE SECRETS.** All trade secrets, associated with metal finishing, anodizing processes, specialty chemicals and other intangible rights specifically associated with the METALAST® technology, products, services and processes or any other technology, product, service or process it may offer its licensee's, partners, customers or clients that may be conceived or developed by DMS, either alone, by or with others, during the entire term of DMS's employment shall be the property of MILLC. DMS agrees to keep secret and shall keep confidential, and other than as provided herein shall not use, divulge or disclose, directly or indirectly, to any persons or companies, any trade secret, confidential and Proprietary Information, or any knowledge, information, documents or materials, owned, developed, controlled or possessed by MILLC concerning any of its intellectual property or confidential information relating to the registered METALAST® brand, whether in tangible or intangible form, the confidentiality of which MILLC has sought to protect, including but not limited to all METALAST products and services, their application, and all data, know-how and manufacturing know-how related thereto.

8. **INDEMNIFICATION OF DMS.** MILLC and MII shall, to the maximum extent permitted by law, indemnify and hold DMS harmless against expenses and pay for and advance if requested to do so by DMS all out-of-pocket costs including reasonable attorney's fees, courts costs, judgments, fines, settlements and other amounts actually incurred in connection with any proceeding arising by reason of DMS's employment by MILLC as its Manager and Managing Member or his actions taken, in good faith, on behalf of MILLC. MILLC shall advance to DMS or if requested by DMS offset any reasonable expenses and legal fees (as determined in the sole discretion of DMS) incurred in defending any such proceeding to the maximum extent permitted by law. MILLC shall pay for all legal, accounting, consulting fees and any other direct or indirect costs associated with any and all litigation, arbitration, investigation, inquiry or other proceeding that may be filed or brought against DMS by any individual, partnership, company, corporation or by local, state or federal governmental agencies, unless DMS has been found guilty or criminally indicted of a material act of dishonesty and criminal fraud and is convicted thereof.

9. **TERMINATION OF AGREEMENT.**

a. **Involuntary Termination.** The Company, MII or the majority of MILLC Common voting LLC Members can not terminate this Agreement without cause.

13. **SUCCESSORS.** The rights and obligations of the parties to this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators and heirs.

14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

15. **AMENDMENTS.** This Agreement shall not be amended, altered or modified except by written instrument signed by MILLC and DMS.

16. **COMPLETE AGREEMENT.** This Agreement sets forth the entire understanding of the parties hereto and supercedes all prior agreements, communications, representations, warrants, whether oral or written, by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MILLC AND MII

By: 

David M. Semas,
Chairman/CEO
METALAST International, Inc.,
Its Manager

DMS

By: 

David M. Semas,
An individual

WITNESS


By: _____

Wendi C. Fauria
Vice President Accounting and Investor Relations
METALAST International, Inc.,
MII Board Secretary

EXHIBIT “4”

EXHIBIT “4”



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Form Pay Submit Work

Case #: 12097017015 Application Format: Standard

Type of Case: Literary Work

Date Opened: 5/18/2015

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Links	Completed
Type of Work	✓
Title	✓
Publication/Completion	✓
Authors	✓
Claimants	✓
Limitation of Claim	✓
Rights & Permissions	✓
Correspondent	✓
Final Certificate	✓
Special Handling	✓
Certification	✓
Review Submission	✓

Please select a "Type of Work" appropriate for the work you are registering from the dropdown list. Read the description below and then click the box below to confirm your selection. Click "Continue" to begin the application.

Type of Work cannot be changed after you click "Continue." [Click here](#) for more information.

Type of Work: Literary Work

Select Literary Work if you are registering a nondramatic literary work. Literary Works include a wide variety of works such as fiction, nonfiction, poetry, textbooks, reference works, directories, catalogs, advertising copy, compilations of information, computer programs and databases. Note: This category also includes an article published in a serial, but does not include an entire issue of a periodical or other serial.

* This type of Literary Work must be registered using the Standard Application.

Click the box to confirm you have read the above description and selected the most appropriate type of work.

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Type of Case: Literary Work

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ECO Navigation Tools

Titles

Links

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Type of Work

✓

> Titles

✓

Give the title(s) exactly as it appears on the work. If there is no title, give an identifying phrase, or state "untitled".

Publication/Completion

✓

To enter the title(s), click "New". After you enter the title, click "Save". Repeat this process for each additional title.

Authors

✓

Comments

✓

New ★

Limitation of Claim

✓

To edit or delete a title, click the appropriate link in the list below. When the list is complete and correct, click "Continue" to save the information and proceed to the "Publication/Completion" screen.

Rights & Permissions

✓

Correspondent

✓

Real Certificate

✓

All Titles

Special Handling

✓

Certification

✓

Title of Work

Volume

Number

Issue Date

Type

1 - 1 of 1

Edit Delete

Review Submission

✓

RETAILER 2011-2015 NARRATIVE PROGRAM ASSUMPTIONS

Title of work being registered

Edit Delete

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Form Pay Submit Work

Case #: 1-2387517312 Application Format: Standard

Type of Case: Literary Work

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Publication / Completion

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- Comments
- Limitation of Claim
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- Real Certificate
- Special Handling
- Certification
- Review Submission

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Published work?

^{*}Year of Completion (Year of Creation): YYYY ^{*}Nation of First Publication:

^{*}Date of First Publication: International Standard Number Type:

International Standard Number:

If you have Preregistered your work under 17 U.S.C. 408 (f) (and received a Preregistration number beginning with the PRE prefix), give the Preregistration Number here. Click [help](#) for further information about Preregistration.

Preregistration Number:

Click "Continue" to save the information and proceed to the "Author" screen.

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Case #: 1-2067917313 Application Format: Standard

Type of Case: Literary Work

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Authors

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Name the author(s) of the work being registered, and give the requested information. Generally, the application should name all the authors of the authorship being registered.

Click "New" to add an author, or, if you are an author and your name appears in the User Profile for this account, click "Add Me".

After you enter the author information, click "Save". Repeat this process for each additional author.

New ★

Add Me

To add or delete an author, click the appropriate link in the list below. When the list is complete and correct, click "Continue" to save the information and proceed to the "Claimants" screen.

Authors					1 - 1 of 1	
Name	Organization Name	Work For Hire	Anonymous	Pseudonym	Edit	Delete
	Hetatel International, LLC	Yes	No			

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Claimants

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- Links
- Completed
- Type of Work ✓
- Title ✓
- Publication/Completion ✓
- Authors ✓
- Claimants ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- Correspondent ✓
- Mail Certificate ✓
- Special Handling ✓
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- Review Submission

Please identify the copyright claimant(s) in this work. The author is the original copyright claimant. The claimant may also be a person or organization to whom copyright has been transferred.

To be named as a claimant by means of a transfer, a person or organization must own all rights under the U.S. copyright law.

In addition, a claimant must own the copyright in all the authorship covered by this registration.

Click "New" to add a claimant, or, if you are a claimant and your name appears in the User Profile for this account, click "Add Me" to add your name and address into the claimants list.

After you enter the claimant information, click "Save". Repeat this process for each additional claimant.

New ★

Add Me

To edit or delete a claimant, click the appropriate link in the list below. When the list is complete and correct, click "Continue" to save the information and proceed to the "Limitation of Claim" screen.

Claimants

1 - 1 of 1

Name	Organization Name	Transfer Statement	Address	Edit	Delete
	Chameleon Surface Technology, LLC	By written agreement	2240 Park Place, Building B, Minden, NV, 89423, United States		

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Case #: 1-23975-0313
Application Format: Standard

Type of Case: Literary Work

Date Opened: 5/18/2015

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Limitation of Claim

- Links
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- Titles ✓
- Publication/Completion ✓
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- Rights & Permissions ✓
- Correspondent ✓
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Complete this screen to [limit your claim](#) if this work contains or is based on previously registered material, previously published material, material in the public domain or material not owned by this claimant. The purpose of this section is to exclude such material from the claim and identify the new material upon which the present claim is based.

If your work does not contain any preexisting material, click "Continue" to proceed to the Rights and Permissions screen.

Material Excluded

Previous Registration

New Material Included

- Text
- Artwork
- Photograph(s)
- Computer Program
- Other:

1st Prev. Reg. #:

Year:

2nd Prev. Reg. #:

Year:

- Text
- Artwork
- Photograph(s)
- Computer Program
- Other:

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Form | **Pay** | **Submit Work**

Case #: 1:2307517313
Application Format: Standard

Type of Case: Literary Work

Date Opened: 5/19/2015 05:42:54 PM

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Rights & Permissions Information (Optional)

- | | |
|------------------------|------------------|
| Links | Completed |
| Type of Work | ✓ |
| Titles | ✓ |
| Publication/Completion | ✓ |
| Authors | ✓ |
| Claimants | ✓ |
| Limitation of Claim | ✓ |
| > Rights & Permissions | ✓ |
| Correspondent | ✓ |
| Mail Certificate | ✓ |
| Special Handling | ✓ |
| Certification | |
| Review Submission | |

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You may provide contact information for a person and/or organization to be contacted regarding copyright management information or permission to use this work.

Important: if you prefer not to provide personally identifying information, you may list a third party agent or a post office box.

Individual:

First Name:

Middle Name:

Last Name:

Email:

Phone:

Alternate Phone:

Organization:

Organization Name:

Address 1:

Address 2:

City:

State:

Postal Code:

Country:

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Date Opened: 5/19/2015 05:42:54 PM

eCO Navigation Tools

Correspondent

- Links
- Completed
- Type of Work ✓
- Titles ✓
- Publication/Completion ✓
- Authors ✓
- Comments ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- Correspondent ✓
- Mail Certificate ✓
- Special Handling ✓
- Certification
- Review Submission

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This is the person the Copyright Office will contact if it has questions about this application. Completion of the name, email address and correspondence address is mandatory.

Individual:

Organization:

* First Name: Robert

Middle Name: C

* Last Name: Flynn

* Email: rryan@hollandhart.com

Phone: (775) 327-3000

Alternate Phone:

Fax: (775) 790-6179

Organization Name: Holland & Hart LLP

* Address 1: 5441 Kirtzke Lane

Address 2: Second Floor

* City: Reno

State: NV

Postal Code: 89511

Country: United States

Privacy Notice: Sections 405-410 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Form Pay Submit Work

Case #: 1-2397517313 Application Format: Standard

Type of Case: Library Work

Date Opened: 5/16/2015 05:42:54 PM

eCO Navigation Title

Mail Certificate

Links	Completed
Type of Work	✓
Titles	✓
Publisher/Completion	✓
Authors	✓
Claimants	✓
Limitation of Claim	✓
Rights & Permissions	✓
Correspondent	✓
> Mail Certificate	✓
Special Handling	✓
Certification	
Review Submission	

<< Back || Continue >>

|| Add Me || Save For Later ||

This is the name and address to which the registration certificate should be mailed. Completion of Individual and/or Organization information. Address is mandatory.

Individual:

* First Name:

Middle Name:

* Last Name:

* Address 1:

Address 2:

* City:

Organization:

* Organization Name:

* State:

* Postal Code:

Country:

Privacy Act Notice: Sections 805-810 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 703. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Form Pay Submit Work

Case #: 1-2397517313 Application Format: Standard

Type of Case: Literary Work

Date Opened: 5/15/2015

eCO Navigation Title

Links	Completed
Type of Work	✓
Titles	✓
Publication/Completion	✓
Authors	✓
Claimants	✓
Limitation of Claim	✓
Rights & Permissions	✓
Correspondent	✓
Pat Certificate	✓
Special Handling	✓
Certification	
Review Submission	

Special Handling (Optional)

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Save For Later

Special handling is expedited service that is available only to filers who satisfy one or more of the compelling reasons below. Special handling also carries a significant surcharge fee. If you do not qualify for special handling service, please click the Continue button without completing this screen.

Note: The significant special handling surcharge fee is non-refundable. Please click here to review the current fee.

[X] Special Handling (The information requested below is required for Special Handling claims)

Compelling Reason(s) (At least one must be selected)

- Pending or prospective litigation
- Customs matters
- Contract or publishing deadlines that necessitate the expedited issuance of a certificate

[X] I certify that I am the author, copyright claimant of exclusive rights, or the authorized agent of the author, copyright claimant of exclusive rights of this work.

Explanation for Special Handling:

This is the place to give any comments/instructions regarding special handling specific to this claim.

Please process as soon as possible.

Privacy Act Notice: Sections 408-410 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law. Take Our Survey!



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Form Pay Submit Work

Case #: 1-2381517313 Application Format: Standard

Type of Case: Literary Work

Date Opened: 5/16/2015

eCO Navigation Tools

Links	Completed
Type of Work	✓
Titles	✓
Publication/Completion	✓
Authors	✓
Comments	✓
Limitation of Claim	✓
Rights & Permissions	✓
Correspondent	✓
Mail Certificate	✓
Special Handling	✓
> Certification	
Review Submission	

Certification

<< Back ||| Continue >>

||| Save For Later |||

The Application must be certified by the author, copyright claimant, or owner of exclusive right(s), or by the authorized agent of any of the preceding.

17 USC 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided by section 409, or in any written statement filed with the application, shall be fined not more than \$2500.

I certify that I am the author, copyright claimant, or owner of exclusive rights, or the authorized agent of the author, copyright claimant, or owner of exclusive rights of this work and that the information given in this application is correct to the best of my knowledge.

Name of certifying individual: Madelon Meling

Applicant's Internal Tracking Number (Optional): 85518.0010

Note to Copyright Office (Optional):

This is the place to give any comments specific to this claim, the application, or the deposit copy, if necessary.

Empty text box for notes

Privacy Act Notice: Sections 805-810 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law. Take Our Survey!



CONFIRMATION NUMBER

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Form Pay Submit Work

1-13P100N

Payment successful.

Click the "Continue" button to complete your registration.

Customer Information

Continue >>

Gay Groves

Submissions

Cases

1 - 1 of 1

Case #	Title	Type of Work	Total Fee Paid	Require Submission
0-2297507353	METALIST 2011-2015 NARRATIVE PROGRAMS APPLICATION	Library Work	\$55.00	Y

Total Amount Due: \$55.00

\$55.00

Payment Info

Amount Paid: \$ 55.00
 Account: 1-38QK87
 Paid By: GAY GROVES
 Pay Date: 5/18/2015
 Payment Type: DA
 Confirmation #: 1-13P100N

Privacy Act Notice: Sections 608-610 of title 37 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online registry. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Submit Your Work(s)

To complete your submission, please submit the required copy(ies) of your work. You may (1) upload electronic files if the work meets the requirements...

(1) Upload your work(s) (http://www.copyright.gov/eCO/help-upload-tutorial.html). Please perform the following steps for the case(s) in the table below. Step 1: Click the "Select files to upload" button...

Please note: Files cannot be returned or deleted once uploaded. To avoid delays and/or a later effective date of registration, please verify the following before uploading a copy of your work(s):

- It is a category of work that may be uploaded (http://www.copyright.gov/eCO/help-upload-category.html)
• It is an acceptable file type (http://www.copyright.gov/eCO/help-acceptable-files.html#filetype)
• It is an acceptable file size (http://www.copyright.gov/eCO/help-acceptable-files.html#filesize)

Upload Your Work(s)

Table with 3 columns: Case Details, Step 1: Select & Upload Files, Step 2: Complete Your Submission. Row 1: Case # 123456789, Title: METALAB 2011-2013 INNOVATIVE PROGRAM ASSUMPTIONS, Status: Pending, Number: 1, Issue Date: 4/7/2016, Type of Work: Literary Work. Step 2: Claim submission completed, no further action required.

Send Your Work(s) by Mail

- Click the "Create Shipping Slip" button in the table below, a Shipping Slip link will appear in the Attachments column.
• Click the Shipping Slip link and print out and attach the shipping slip(s) to your deposit copy(ies).
• Mail the deposit copy(ies) within 30 days to the Copyright Office address at the bottom of the slip.

Click "Home" after uploading file(s) or printing shipping slip(s). You may verify the submission in the open Cases table on your eCO Home page.

Send Your Work(s) by Mail

Table with columns: Attachment, Name, Type, Size, Date and Time, Comments. Row 1: Create Shipping Slip, (document.SWEPForm1_04_17_13_16.PDF), File, 100 KB, 4/7/2016 10:10:15 AM.

Please see below (Section 404.410 of the 17 of the United States Code authorizes the Copyright Office to collect the personally identifying information requested on this form in order to provide the application for copyright registration...



METALAST 2011-2015 NARRATIVE PROFORMA ASSUMPTIONS

Year 2011: METALAST “Showcase Chemical” product line (METALAST TCP-HF, EPA, NP and AA-200) sales are projected at approximately \$1,400,000 representing 42% of total revenue. Generic chemicals sales and miscellaneous software products are at \$275,000 or 8% of revenues. The next largest single revenue category is equipment at \$1,100,000 or 33% of revenue, of which \$964,000 is already under a PO from the United States Army Rock Island Arsenal, IL. Revenues to date are on pace to meet this projection.

Year 2012: As manufacturer specifications begin to filter through supply chains total revenues are expected to triple from \$3,300,000 to \$9,500,000. The projections also assume, with existing independent stocking distributors (Galaxy, John Schneider, Miles, BroCo Products, OS-TECH, RD Taylor, AMZA and DIPSOL Chemical, etc.) becoming better trained on proper installation procedures and coming online, Showcase Chemicals sales increase to almost \$5,000,000 or 52% of total revenue. With the expansion of Showcase specialty products Generic chemicals sales and miscellaneous software more than double to \$650,000. Again, the next largest single revenue category is equipment at \$3,000,000 or 32% of revenue, of which \$2,200,000 will likely come from the pending project with the United States Naval Depot, Fleet Readiness Center at Jacksonville, FL.

Year 2013: An assumption is made that the Dow Chemical, Sherwin-Williams and Deft Coatings formal R&D relationships expand into commercialization agreements by the summer of 2012 and training of their sales departments occurs during the later half of 2012 and continues on throughout most of 2013. With manufacturer specifications and METALAST product implementation throughout supply chains, Showcase Chemicals are expected to begin to gain traction by growing by another 350% to \$19,000,000 or 70% of total revenue. Generic chemicals sales and miscellaneous software products will more than double to \$1,400,000. Equipment sales, as a percentage of revenue will begin to taper off at \$5,500,000 or 20% of total revenue.

Year 2014: Beginning in 2014 METALAST specified, QPL approved and branded Showcase Chemicals will see extensive penetration in the global markets, especially considering the sheer size and long-time dominance of one of the world’s largest chemical chemical companies Dow Chemical, with its 35,000 customers, in 160 countries supported by 1,500 salesmen. Showcase Chemical sales are projected to increase to more than \$60,000,000, again by 350% over 2013, then equal to 83% of total revenue. Generic chemicals sales and miscellaneous software products will grow accordingly to about \$2,400,000 or 3.2% of revenues. As a percentage of revenue equipment sales are at 10% of total revenue or \$6,600,000.

Year 2015: Although at first glance it might appear the proverbial “Hockey Stick” revenue projections are being assumed, in realty management is of the opinion that its financial assumptions are entirely based on logical and conservative reasoning. In support of this theory is the fact that “Sole Source” specifications have been awarded by many of the Fortune 500 and by a large number other respected names in the manufacturing. Additionally, substantial specialty chemical companies like Dow Chemical have already aligned with the METALAST brand. Most of the targeted metal finishing and coating industry related specialty chemical distributors in North America as well as others around the globe have also joined the METALAST team. Considering the worldwide market for corrosion control chemicals is in excess of \$4 billion, \$152,000,000 in METALAST Showcase Chemicals sales or 90% of the \$167,000,000 in projected revenues represents a very conservative worldwide market penetration assumption of something less than 4%. It is much more likely METALAST branded products achieve a market penetration upwards of 25%, considering its growing international sales and distribution organization consisting of a considerable number of large chemical company strategic alliance partners and a substantial group of well positioned independent stocking distributors.



SOFTWARE NAME

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Form Pay Submit Work

Case #: 1-23071/7289 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/16/2015

Continue >>

Save For Later

eCO Navigation Tips

Links	Completed
> Type of Work	✓
Titles	✓
Publication/Completion	✓
Authors	✓
Claimants	✓
Limitation of Claim	✓
Rights & Permissions	✓
Correspondent	✓
Mail Certificate	✓
Special Handling	✓
Certification	✓
Review Submissions	

Please select a "Type of Work" appropriate for the work you are registering from the dropdown list. Read the description below and then click the box below to confirm your selection. Click "Continue" to begin the application.

Type of Work cannot be changed after you click "Continue." [Click here](#) for more information.

* Type of Work: Work of the Visual Arts

Title

Select **Work of the Visual Arts** if you are registering a pictorial, graphic, or sculptural work. Visual Arts works include two-dimensional and three-dimensional works of fine, graphic, and applied art; photographs; prints and art reproductions, maps, technical drawings; and architectural works

* This type of Visual Arts work must be registered using the Standard Application.

* Click the box to confirm you have read the above description and selected the most appropriate type of work.

Privacy Act Notice: Sections 406-410 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication in your legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be delayed or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Copyright

United States Copyright Office

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Form Pay Submit Work

Case #: 1-228751-1288
Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/14/2015 05:42:01 PM

eCO Navigation Tips

- Links
- Type of Work ✓
- > Titles ✓
- Publication/Completion ✓
- Authors ✓
- Claimants ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- Correspondent ✓
- Mail Certificate ✓
- Special Handling ✓
- Certification
- Review Submission

Titles

<< Back || Continue >>

|| Save For Later ||

Give the title(s) exactly as it appears on the work. If there is no title, give an identifying phrase, or state "untitled".
To enter the title(s), click "New". After you enter the title, click "Save". Repeat this process for each additional title.

|| New ★ ||

To add or delete a title, click the appropriate link in the list below. When the list is complete and correct, click "Continue" to save the information and proceed to the "Publication/Completion" screen.

All Titles

Title of Work

Volume

Number

Issue Date

Type

Photographs of Metastat International, LLC.

Title of work being registered

1 - 1 of 1

Edit Delete



Privacy Act Notice: Sections 428-412 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing the information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain legal remedies, and benefits under the copyright law.

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Copyright Home

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Form Pay Submit Work

Case #: 1-238751-0288 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/15/2015

eCO Navigation Tool

Publication / Completion

- Links
- Type of Work
- Titles
- Publications/Completion
- Authors
- Claimants
- Limitation of Claim
- Rights & Permissions
- Correspondent
- Mail Certificate
- Special Handling
- Certification
- Review Submission

<< Back | Continue >>

Save For Later

Published work? Yes

Nation of First Publication: United States

Year of Completion (Year of Creation): 2002

International Standard Number Type: Select

Date of First Publication (MM/DD/YYYY): 5/22/2002

International Standard Number:

If you have Preregistered your work under 17 U.S.C. 408 (f) (and received a Preregistration number beginning with the PRE prefix), give the Preregistration Number here. Click here for further information about Preregistration.

Preregistration Number:

Click "Continue" to save the information and proceed to the "Author" screen.

Privacy Act Notice: Sections 439-442 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 105. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Copyright Work

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Form Pay Submit Work

Case #: 1-201517289 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/18/2015 05:42:01 PM

eCO Navigation Tips

Authors

- Links
- Completed
- Type of Work ✓
- Titles ✓
- Publication/Completion ✓
- Authors ✓
- Claimants ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- Correspondent ✓
- Hall Certificate ✓
- Special Handling ✓
- Certification
- Review Submission

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Save For Later

Name the author(s) of the work being registered, and give the requested information. Generally, the application should name all the authors of the authorship being registered.

Click "New" to add an author, or, if you are an author and your name appears in the User Profile for this account, click "Add Me".

After you enter the author information, click "Save". Repeat this process for each additional author.

New ★

Add Me

To add or delete an author, click the appropriate link in the list below. When the list is complete and correct, click "Continue" to save the information and proceed to the "Claimants" screen.

Authors

Name	Organization Name	Work For Hire	Anonymous	Pseudonym	Edit	Delete
Fred W. Cornelia			X			

1 - 1 of 1

Privacy Act notice: Sections 426-472 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Form Pay Submit Work

Case #: 1-2387517289 Application Format: Standard Type of Case: Work of the Visual Arts Date Opened: 5/18/2015 05:42:01 PM

- eCO Navigation Tips
- Links
- Type of Work
- Titles
- Publication/Completion
- Authors
- Claimants
- Limitation of Claim
- Rights & Permissions
- Correspondent
- Mail Certificate
- Special Handling
- Certification
- Review Submission

Claimants

<< Back ||| Continue >> Save For Later

Please identify the copyright claimant(s) in this work. The author is the original copyright claimant. The claimant may also be a person or organization to whom copyright has been transferred.

To be named as a claimant by means of a transfer, a person or organization must own all rights under the U.S. copyright law.

In addition, a claimant must own the copyright in all the authorship covered by this registration.

Click "New" to add a claimant, or, if you are a claimant and your name appears in the User Profile for this account, click "Add Me" to add your name and address into the claimants list.

After you enter the claimant information, click "Save". Repeat this process for each additional claimant.

New * Add Me

To add or delete a claimant, click the appropriate link in the list below. When the list is complete and correct, click "Continue" to save the information and proceed to the "Limitation of Claim" screen.

Claimants

1 - 1 of 1

Name	Organization Name	Transfer Statement	Address	Edit	Delete
	Chemson Surface Technology, LLC	By written agreement	2241 Park Place, Building B, Minden, NV, 89423, United States		

Privacy Act Notice: Sections 408-410 of title 17 of the United States Code authorizes the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law. Take Our Survey!

Copyright

Copyright Office

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Form Pay Submit Work

Case #: 1-2897517289
Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/15/2015

- eCO Navigation Tools
- Links
- Type of Work
- Title
- Publication/Complete
- Authors
- Claimants
- Limitation of Claim
- Rights & Permissions
- Compendium
- Mail Certificate
- Special Handling
- Certification
- Review Submission

Limitation of Claim

<< Back | Continue >>

Save For Later

Complete this screen to [limit your claim](#) if this work contains or is based on previously registered material, previously published material, material in the public domain or material not owned by this claimant. The purpose of this section is to exclude such material from the claim and identify the new material upon which the present claim is based.

If your work does not contain any preexisting material, click "Continue" to proceed to the Rights and Permissions screen.

Material Excluded

- 2-D Artwork
- Photograph
- Jewelry design
- Architectural work
- Sculpture
- Technical Drawing
- Map

Other:

Previous Registration

1st Prev. Reg. #:
Year:

2nd Prev. Reg. #:
Year:

New Material Included

- 2-D Artwork
- Photograph
- Jewelry design
- Architectural work
- Sculpture
- Technical Drawing
- Map

Other:

Privacy Act Notice: Sections 552(a)(1) of title 5 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing the information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 205. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Copyright Home

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Form Pay Submit Work

Case #: 1-2387517289 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/18/2015 05:42:01 PM

eCO Navigation Tips

Rights & Permissions Information (Optional)

<< Back || Continue >>

Add Me || Save For Later

- Links
- Type of Work
- Titles
- Publication/Completion
- Authors
- Comments
- Limitation of Claim
- > Rights & Permissions
- Correspondent
- Mail Certificate
- Special Handling
- Certification
- Review Submission

You may provide contact information for a person and/or organization to be contacted regarding copyright management information or permission to use this work.

Important: If you prefer not to provide personally identifying information, you may list a third party agent or a post office box.

Individual:

First Name: Robert

Middle Name: C.

Last Name: Ryan

Email: rryan@holandhart.com

Phone: (775) 327-3000

Alternate Phone:

Organization:

Organization Name: Holland & Hart LLP

Address 1: 5441 Ketchikan Lane

Address 2: Second Floor

City: Reno

State: NV

Postal Code: 89511

Country: United States

Privacy Attribution: Sections 408.410 of title 17 of the United States Code authorizes the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Form Pay Submit Work

Case #: 1-2397517289 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/18/2015 05:42:01 PM

eCO Navigation Tools

- Links
- Completed
- Type of Work ✓
- Titles ✓
- Publication/Completion ✓
- Authors ✓
- Comments ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- > Correspondent ✓
- Mail Certificate ✓
- Special Handling ✓
- Certification
- Review Submission

Correspondent

<< Back ||| Continue >>

||| Add Me ||| Save For Later |||

This is the person the Copyright Office will contact if it has questions about this application. Completion of the name, email address and correspondence address is mandatory.

Individual:

* First Name:

Middle Name:

* Last Name:

* Email:

Phone:

Alternate Phone:

Fax:

Organization:

Organizational Name:

* Address 1:

Address 2:

* City:

State:

Postal Code:

Country:

Privacy Act Notice: Sections 406-410 of Title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain legal remedies and benefits under the copyright law.

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Copyright Home

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Form Pay Submit Work

Case #: 1-2327517269 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/18/2015 05:42:01 PM

eCO Navigation Tools

Mail Certificate

Links	Completed
Type of Work	✓
Titles	✓
Publication/Completion	✓
Authors	✓
Claimants	✓
Limitation of Claim	✓
Rights & Permissions	✓
Correspondent	✓
> Mail Certificate	✓
Special Handling	✓
Certification	
Review Submission	

<< Back ||| Continue >>

||| Add Me ||| Save For Later |||

This is the name and address to which the registration certificate should be mailed. Completion of Individual and/or Organization Information, Address is mandatory.

Individual:

* First Name:

Middle Name:

* Last Name:

* Address 1:

Address 2:

* City:

Organization:

* Organization Name:

* State:

* Postal Code:

Country:

Privacy Act Notice: Section 508 of Title 17 of the United States Code authorizes the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

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Form Pay Submit Work

Case #: 1-2187517289 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/19/2015

eCO Navigation Tips

Special Handling (Optional)

- Links
- Completed
- Type of Work ✓
- Titles ✓
- Publication/Completion ✓
- Authors ✓
- Claimants ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- Correspondent ✓
- Mail Certificate ✓
- Special Handling ✓
- Certification
- Review Submission

<< Back Continue >>

Save For Later

Special handling is expedited service that is available only to filers who satisfy one or more of the compelling reasons below. Special handling also carries a significant surcharge fee. If you do not qualify for special handling service, please click the Continue button without completing this screen.

Note: The significant special handling surcharge fee is non-refundable. Please click [here](#) to review the current fee.

Special Handling (The information requested below is required for Special Handling claims)

Compelling Reason(s) (At least one must be selected)

- Pending or prospective litigation
- Customs matters
- Contract or publishing deadlines that necessitate the expedited issuance of a certificate

I certify that I am the author, copyright claimant of exclusive rights, or the authorized agent of the author, copyright claimant of exclusive rights of this work.

Explanation for Special Handling:

This is the place to give any comments/instructions regarding special handling specific to this claim.

Please process as soon as possible.

Privacy Act Notice: Section 405-410 of title 17 of the United States Code authorizes the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain legal remedies and benefits under the copyright law.

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Form Pay Submit Work

Case #: 1-2387511288 Application Format: Standard

Type of Case: Work of the Visual Arts

Date Opened: 5/18/2015

eCO Navigation Tips

- Links
- Completed
- Type of Work ✓
- Titles ✓
- Publication/Completion ✓
- Authors ✓
- Claimants ✓
- Limitation of Claim ✓
- Rights & Permissions ✓
- Correspondent ✓
- Mail Certificate ✓
- Special Handling ✓
- > Certification
- Review Submission

Certification

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The Application must be certified by the author, copyright claimant, or owner of exclusive right(s), or by the authorized agent of any of the preceding.

17 USC 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided by section 409, or in any written statement filed with the application, shall be fined not more than \$2500.

* I certify that I am the author, copyright claimant, or owner of exclusive rights, or the authorized agent of the author, copyright claimant, or owner of exclusive rights of this work and that the information given in this application is correct to the best of my knowledge.

* Name of certifying individual: Madyon Meiling

Applicant's Internal Tracking Number (Optional): 85518.0011

Note to Copyright Office (Optional):

This is the place to give any comments specific to this claim, the application, or the deposit copy, if necessary.

[Empty text box for comments]

Privacy Act Notice: Sections 552(a)(1) and 552(e) of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law. Take Our Survey!

Online Payment

[Return to your originating application](#)

Step 2: Authorize Payment

1 | 2

Payment Summary [Edit this information](#)

Address Information

Account Holder Name: Robert C. Ryan
Billing Address: P.O. Box 8749
Billing Address 2:
City: Denver
State / Province: CO
Zip / Postal Code: 80201-8749
Country: USA

Account Information

Card Type: American Express
Card Number: *****5397
Filing Fees are NON-refundable.

Payment Information

Payment Amount: \$855.00
Transaction Date 05/19/2015 14:15
and Time: EDT

Email Confirmation Receipt

To have a confirmation sent to you upon completion of this transaction, provide an email address and confirmation below.

Email Address:

Confirm Email Address:

CC:

Separate multiple email addresses with a comma

Authorization and Disclosure

Required fields are indicated with a red asterisk *

I authorize a charge to my card account for the above amount in accordance with my card issuer agreement. *

Press the "Submit Payment" Button only once. Pressing the button more than once could result in multiple transactions.

Note: Please avoid navigating the site using your browser's Back Button - this may lead to incomplete data being transmitted and pages being loaded incorrectly. Please use the links provided whenever possible.



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Form Pay Submit Work

1-13P107F

Payment successful. Click the "Continue" button to complete your registration.

Continue >>

Customer Information

Gay Green

Submissions

Cases

1 - 1 of 1

Case #	Title	Type of Work	Total Fee Paid	Requires Submission
1-13P107F	Photographs of Helmut International, LLC	Work of the Visual Arts	\$95.00	Y
Total Amount Due:			\$95.00	

Payment Info

Account Paid: \$ 95.00
 Account: XXXXX
 Paid By: ROBERT C. RYAN
 Pay Date: 5/19/2015
 Payment Type: Credit Card
 Confirmation #: 221757

Please see below. Section 101(b)(1) of the United States Code authorizes the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to create a record of the information that enables publication to give notice of your copyright claim as required by 17 U.S.C. § 109. Your access to the Office's online catalog, if you do not provide the information requested, is limited to the status of claims, and you may not be entitled to certain other services, and benefits under the copyright law. Thank You!



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Submit Your Work(s)

To complete your submission, please submit the required copy(ies) of your work (http://www.copyright.gov/ecco/help-deposit-req.html). You may (1) upload electronic files if the work meets the upload-category.html; otherwise, you must (2) send the work by mail (do not do both).

(1) Upload your work(s) (http://www.copyright.gov/ecco/help-upload-tutorial.html): Please perform the following steps for the case(s) in the table below.

Step 1: Click the "Select files to upload" button. Using your computer's browser, select your files for the corresponding work then click the "Start upload" button.

Step 2: After uploading all files for this work, click the corresponding "Complete Your Submission" (http://www.copyright.gov/ecco/help-upload-complete.html) button. Files cannot be uploaded later.

Please note: Files cannot be returned or deleted once uploaded. To avoid delays and/or a later effective date of registration, please verify the following before uploading a copy of

- It is a category of work that may be uploaded (http://www.copyright.gov/ecco/help-upload-category.html)
- It is an acceptable file type (http://www.copyright.gov/ecco/help-acceptable-files.html#type)
- It is an acceptable file size (http://www.copyright.gov/ecco/help-acceptable-files.html#size)

Upload Your Work(s)

Case Details	Step 1: Select & Upload Files	
Case #: 1-2367511299 Title: Photographs of Microsoft International, LLC Volume: Number: Issue Date: Type of Work: Work of the Visual Arts	<input type="button" value="Select files to upload..."/>	<input type="button" value="Start upload"/>
	Photograph Deposit.pdf (http://www.copyright.gov/ecco/help-acceptable-files.html)	View Uploaded File Names 3.56 MB <input type="button" value="Remove"/>

(2) Send Your Work(s) by Mail:

- Click the "Create Shipping Slip" button in the table below; a Shipping Slip link will appear in the Attachments column.
- Click the Shipping Slip link and print out and attach the shipping slip(s) to your deposit copy(ies). For multiple cases, be sure to attach shipping slips to the corresponding copies.
- Mail the deposit copy(ies) within 30 days to the Copyright Office address at the bottom of the slip. Note: Your effective date of registration will be based on the date on which we receive the copies with corresponding shipping slips attached.

Click "Home" after uploading file(s) or printing shipping slip(s). You may verify the submission in the open Cases table on your eCO Home page.

Send Your Work(s) by Mail

Create Shipping Slip	
<input type="button" value="Create Shipping Slip"/>	
Attachment: [document.SWEForm1_8A_1%_1_2_18_07"]	
Name: [document.SWEForm1_8A_2%_1_2_18_07"]	Type: [document.SWEForm1_8A_2%_1_2_21_07"]
Size: [document.SWEForm1_8A_2%_1_2_21_07"]	Date and Time: [document.SWEForm1_8A_2%_1_2_24_07"]

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Take Our Survey! (http://libraryofcongress.gov/dtd/copyright.html)



Submit Your Work(s)

To complete your submission, please submit the required copy(ies) of your work (<http://www.copyright.gov/ecco/help-deposit-req.html>). You may (1) upload electronic files if the work meets the [upload-category.html](http://www.copyright.gov/ecco/help-upload-category.html); otherwise, you must (2) send the work by mail (do not do both).

(1) Upload your work(s) (<http://www.copyright.gov/ecco/help-upload-tutorial.html>): Please perform the following steps for the case(s) in the table below.

Step 1: Click the "Select files to upload" button. Using your computer's browser, select your files for the corresponding work then click the "Start upload" button.

Step 2: After uploading [all files](#) for this work, click the corresponding "Complete Your Submission" (<http://www.copyright.gov/ecco/help-upload-complete.html>) button. Files cannot be uploaded in

Please note: Files cannot be returned or deleted once uploaded. To avoid delays and/or a later effective date of registration, please verify the following before uploading a copy of

- It is a category of work that may be uploaded (<http://www.copyright.gov/ecco/help-upload-category.html>)
- It is an acceptable file type (<http://www.copyright.gov/ecco/help-acceptable-files.html#type>)
- It is an acceptable file size (<http://www.copyright.gov/ecco/help-acceptable-files.html#size>)

Upload Your Work(s)

Case Details	Step 1: Select & Upload Files		
Case #: 1-2387317289 Title: Photographs of Metabol International, LLC. Volume: Number: Issue Date: Type of Work: Work of the Visual Arts	Select files to upload...	Start upload	View Uploaded File Names
	Successfully uploaded - photograph_deposit.pdf		3.58 MB

(2) Send Your Work(s) by Mail:

- Click the "Create Shipping Slip" button in the table below; a Shipping Slip link will appear in the Attachments column.
- Click the Shipping Slip link and print out and attach the shipping slip(s) to your deposit copy(ies). For multiple cases, be sure to attach shipping slips to the corresponding copies.
- Mail the deposit copy(ies) within 30 days to the Copyright Office address at the bottom of the slip. **Note:** Your effective date of registration will be based on the date on which we receive the copies with corresponding shipping slips attached.

Click "Home" after uploading files(s) or printing shipping slip(s). You may verify the submission in the open Cases table on your eCO Home page.

Send Your Work(s) by Mail

Create Shipping Slip							
Attachment	(document.SWEForm1_SA_1%1%1_18.PDF)	File	(document.SWEForm1_SA_1%1%1_20.PDF)	Size	(document.SWEForm1_SA_1%1%1_22.PDF)	Date and Time	(document.SWEForm1_SA_1%1%1_24.PDF)
Name	(document.SWEForm1_SA_2%1%1_18.PDF)	Type	(document.SWEForm1_SA_2%1%1_20.PDF)		(document.SWEForm1_SA_2%1%1_22.PDF)		(document.SWEForm1_SA_2%1%1_24.PDF)

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Submit Your Work(s)

To complete your submission, please submit the required copy(ies) of your work (http://www.copyright.gov/eCO/help-deposit-req.html). You may (1) upload electronic files if the work meets the upload-category.html; otherwise, you must (2) send the work by mail (do not do both).

(1) Upload your work(s) (http://www.copyright.gov/eCO/help-upload-tutorial.html): Please perform the following steps for the case(s) in the table below.

Step 1: Click the "Select files to upload" button. Using your computer's browser, select your files for the corresponding work then click the "Start upload" button.

Step 2: After uploading all files for this work, click the corresponding "Complete Your Submission" (http://www.copyright.gov/eCO/help-upload-complete.html) button. Files cannot be uploaded later.

Please note: Files cannot be returned or deleted once uploaded. To avoid delays and/or a later effective date of registration, please verify the following before uploading a copy of

- it is a category of work that may be uploaded (http://www.copyright.gov/eCO/help-upload-category.html)
- it is an acceptable file type (http://www.copyright.gov/eCO/help-acceptable-files.html#type)
- it is an acceptable file size (http://www.copyright.gov/eCO/help-acceptable-files.html#size)

Upload Your Work(s)

Case Details	Step 1: Select & Upload Files	Step 2: Complete Your Submission
Case #: 1-220717289 Title: Photographs of Malabed International, LLC Volume: Number: Issue Date: Type of Work: Work of the Visual Arts		Claim submission completed; no further action required. Click here for more information (http://copyright.gov/eCO/help-upload-ques) View Uploaded File Names

(2) Send Your Work(s) by Mail:

- Click the "Create Shipping Slip" button in the table below; a Shipping Slip link will appear in the Attachments column.
- Click the Shipping Slip link and print out and attach the shipping slip(s) to your deposit copy(ies). For multiple cases, be sure to attach shipping slips to the corresponding copies.
- Mail the deposit copy(ies) within 30 days to the Copyright Office address at the bottom of the slip. Note: Your effective date of registration will be based on the date on which we receive the copies with corresponding shipping slips attached.

Click "Home" after uploading files(s) or printing shipping slip(s). You may verify the submission in the open Cases table on your eCO Home page.

Send Your Work(s) by Mail

Create Shipping Slip

Attachment Name	File Type	Size	Date and Time
JavaScript:SWESubmitForm	JavaScript:SWESubmitForm	1,234,567 bytes	4/7/2015 10:00:00 AM
Document:SWEFrm1_8A_2%1,2,18,F"	Document:SWEFrm1_8A_2%1,2,21,F"	1,234,567 bytes	4/7/2015 10:00:00 AM
JavaScript:SWESubmitForm	JavaScript:SWESubmitForm	1,234,567 bytes	4/7/2015 10:00:00 AM
Document:SWEFrm1_8A_2%1,2,18,F"	Document:SWEFrm1_8A_2%1,2,21,F"	1,234,567 bytes	4/7/2015 10:00:00 AM

Please see Notice: Sections 408 and 417 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing the information you are agreeing to routine uses of the information that include publication in the legal notice of your copyright claim as required by 17 U.S.C. § 705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Take Our Survey! (http://libraryofcongress.gov/digital/copyright.eco)







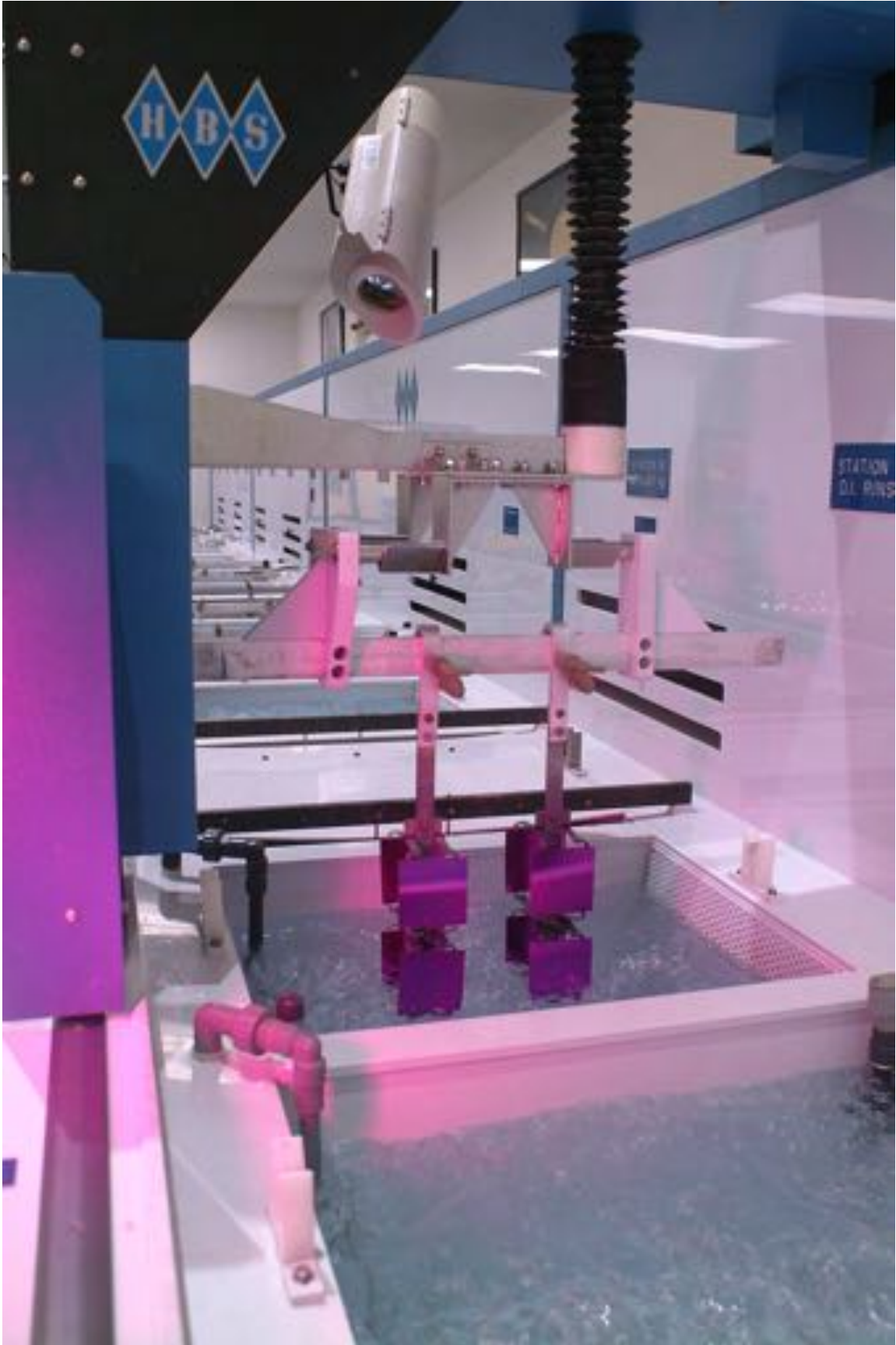






































Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Registration Number
VA 1-954-928

Effective Date of Registration:
May 19, 2015

Maria A. Pallante

Register of Copyrights, United States of America

Title

Title of Work: Photographs of Metalast International, LLC.

Completion/Publication

Year of Completion: 2002
Date of 1st Publication: May 22, 2002
Nation of 1st Publication: United States

Author

- Author:** Fred W. Cornelius
- Author Created:** photograph
- Citizen of:** United States
- Domiciled in:** United States

Copyright Claimant

Copyright Claimant: Cherron Surface Technology, LLC
2241 Park Place, Building B, Minden, NV, 89423, United States
Transfer statement: By written agreement

Rights and Permissions

Organization Name: Holland & Haet LLP
Name: Robert C. Ryan
Email: rcryar@hollandhaet.com
Telephone: (775)327-3000
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Certification

Name: Madylon Meiling
Date: May 19, 2015

Applicant's Tracking Number: 85518.0011

Copyright Office notes: Regarding registration of multiple works: made as unpublished collection.



Registration #: *-APPLICATION-*

Service Request #: 1-2421603301

Mail Certificate

Holland & Hart LLP
Robert C. Ryan
5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Priority: Routine

Application Date: May 28, 2015

Correspondent

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rryan@hollandhart.com
Telephone: (775)327-3000
Fax: (775)786-6179
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Registration Number

-APPLICATION-

Title _____

Title of Work: METALAST IPC LinePro

Completion/Publication _____

Year of Completion: 2002
Date of 1st Publication: May 22, 2002
Nation of 1st Publication: United States

Author _____

- **Author:** Fred W. Cornelius
Author Created: photograph
Work made for hire: No
Citizen of: United States

Copyright Claimant _____

Copyright Claimant: Chemeon Surface Technology, LLC
2241 Park Place, Building B, Minden, NV, 89423
Transfer statement: By written agreement

Limitation of copyright claim _____

Material excluded from this claim: photograph
New material included in claim: photograph, 2-D artwork

Rights and Permissions _____

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rcryan@hollandhart.com
Telephone: (775)327-3000
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Certification _____

Name: Madylon Meiling
Date: May 28, 2015
Applicant's Tracking Number: 85518.0013



Registration #: *-APPLICATION-*

Service Request #: 1-2421695607

Mail Certificate

Holland & Hart LLP
Robert C. Ryan
5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Priority: Routine

Application Date: May 28, 2015

Correspondent

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rryan@hollandhart.com
Telephone: (775)327-3000
Fax: (775)786-6179
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Registration Number

-APPLICATION-

Title

Title of Work: Metalast JobPro & PDA Image

Completion/Publication

Year of Completion: 2004
Date of 1st Publication: September 09, 2004
Nation of 1st Publication: United States

Author

Author: Metalast International, LLC
Author Created: Artwork
Work made for hire: Yes
Citizen of: United States

Copyright Claimant

Copyright Claimant: Chemeon Surface Technology, LLC
2241 Park Place, Suite B, Minden, NV, 89423, United States
Transfer statement: By written agreement

Limitation of copyright claim

Material excluded from this claim: photograph, 2-D artwork

New material included in claim: 2-D artwork, Claimant is unsure if the image PDA and hands holding it and the pen are original to this work

Rights and Permissions

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rcrayan@hollandhart.com
Telephone: (775)327-3000
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Certification

Name: Madylon Meiling

Date: May 28, 2015

Applicant's Tracking Number: 85518.0016



Registration #: *-APPLICATION-*

Service Request #: 1-2421603522

Mail Certificate

Holland & Hart LLP
Robert C. Ryan
5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Priority: Routine

Application Date: May 28, 2015

Correspondent

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rcryan@hollandhart.com
Telephone: (775)327-3000
Fax: (775)786-6179
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Registration Number
-APPLICATION-

Title

Title of Work: Metalast JobPro Image

Completion/Publication

Year of Completion: 2004
Date of 1st Publication: August 17, 2004
Nation of 1st Publication: United States

Author

Author: Metalast International, LLC
Author Created: Images
Work made for hire: Yes
Citizen of: United States

Copyright Claimant

Copyright Claimant: Chemeon Surface Technology, LLC
2241 Park Place, Suite B, Minden, NV, 89423, United States
Transfer statement: By written agreement

Limitation of copyright claim

Material excluded from this claim: photograph
New material included in claim: photograph, 2-D artwork

Rights and Permissions

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rcryan@hollandhart.com
Telephone: (775)327-3000
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Certification

Name: Madylon Meiling
Date: May 28, 2015
Applicant's Tracking Number: 85518.0015



Registration #: *-APPLICATION-*

Service Request #: 1-2421603327

Mail Certificate

Holland & Hart LLP
Robert C. Ryan
5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Priority: Routine

Application Date: May 28, 2015

Correspondent

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rcryan@hollandhart.com
Telephone: (775)327-3000
Fax: (775)786-6179
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Registration Number

-APPLICATION-

Title _____

Title of Work: Turnkey Equipment Solutions Brochure Page

Completion/Publication _____

Year of Completion: 2004
Date of 1st Publication: September 09, 2004
Nation of 1st Publication: United States

Author _____

Author: Metalast International, LLC
Author Created: text, Layout
Work made for hire: Yes
Citizen of: United States

Copyright Claimant _____

Copyright Claimant: Chemeon Surface Technology, LLC
2241 Park Place, Suite B, Minden, NV, 89423, United States
Transfer statement: By written agreement

Limitation of copyright claim _____

Material excluded from this claim: photograph(s), artwork

New material included in claim: text, artwork

Rights and Permissions _____

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rcryan@hollandhart.com
Telephone: (775)327-3000
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Certification _____

Name: Madylon Meiling
Date: May 28, 2015
Applicant's Tracking Number: 85518.0014

TURNKEY/EQUIPMENT solutions

IMAGINE THE ADVANTAGES OF TEAMING WITH ONE COMPANY HAVING THE EXPERTISE TO COORDINATE ANY OR ALL ASPECTS OF YOUR NEXT PROJECT. CONSIDER ONE POINT OF CONTACT FOR ALL OF YOUR CONSULTING, DESIGN, ENGINEERING, CONSTRUCTION, EQUIPMENT, CHEMISTRY, TRAINING AND MANAGEMENT NEEDS. LEVERAGE THE COMBINED RESOURCES OF THE WORLD'S MOST QUALIFIED FIRMS SEAMLESSLY INTEGRATED INTO A SINGLE OPERATION TO ASSURE YOUR PROJECT SUCCESS.



Professionalism • Innovation • Project Success

Water Treatment Equipment

WATER provides essential water for living systems throughout the world. The professionals at WWT provide the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants. WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants.

Water Treatment Equipment

WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants. WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants.

Water Treatment Equipment

WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants. WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants.

Water Treatment Equipment

WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants. WWT provides the equipment, design, engineering, construction, equipment, chemistry, training and management needs for water treatment plants.



FACILITATE PROVEN EXPERTISE

Registration #: *-APPLICATION-
Service Request #: 1-2434790521

Mail Certificate

Holland & Hart LLP
Robert C. Ryan
5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Priority: Routine

Application Date: June 01, 2015

Correspondent

Organization Name: Holland & Hart LLP
Name: Robert C. Ryan
Email: rryan@hollandhart.com
Telephone: (775)327-3000
Address: 5441 Kietzke Lane
Second Floor
Reno, NV 89511 United States

Registration Number

-APPLICATION-

Title _____

Title of Work: Process Control Solutions Brochure Page

Completion/Publication _____

Year of Completion: 2004
Date of 1st Publication: September 20, 2004
Nation of 1st Publication: United States

Author _____

• Author: Metalist International, LLC
Author Created: Text, Layout
Work made for hire: Yes
Domiciled in: United States

Copyright Claimant _____

Copyright Claimant: Chemcon Surface Technology, LLC
2241 Park Place, Suite B, Minden, NV, 89423, United States
Transfer statement: By written agreement

Limitation of copyright claim _____

Material excluded from this claim: photograph(s), artwork
New material included in claim: Text, layout, layout artwork

Rights and Permissions _____

Organization Name: Holland & Hart, LLP
Name: Robert C. Ryan
Email: rcryan@hollandhart.com
Telephone: (775)327-3000
Address: 5441 Kietzko Lane
Second Floor
Reno, NV 89511 United States

Certification _____

Name: Madylon Meiling

Date: June 01, 2015

Applicant's Tracking Number: 85519.0014

PROCESS CONTROL solutions

IMAGINE A CHOICE OF PROCESS CONTROL SYSTEMS THAT BENEFIT BOTH METAL FINISHERS AND THE MANUFACTURERS THEY SERVE. AFFORDABLE, EASY-TO-USE, OFF-THE-SHELF, TOUCH SCREEN CONTROLLERS THAT INSTALL TO EXISTING EQUIPMENT, STORE HUNDREDS OF RUN STRATEGIES, AND AUTOMATE THE PRIMARY BATH FOR THE ENTIRE PROCESS LINE! PROVIDES GREATER THROUGHPUT FOR THE FINISHER AND THE SUPERIOR ACCURACY, QUALITY, CONSISTENCY, AND REPEATABILITY THAT INDUSTRY NEEDS TO STAY COMPETITIVE...

IT'S A NEW ERA IN METAL FINISHING. EMPOWER THE PROFESSIONALS.

JOBPro™

The JOBPro is designed for manually operated job shops as well as fully automated facilities. The JOBPro consists of all the electronics we've pioneered in the primary process tank, and a SOL DS and ANOTRACK™ controller. Key benefits for JOBPro users include increased throughput and productivity, improved product consistency, fewer rejects and reworks and precise process verification. In addition, the JOBPro allows the facility to create, save and edit custom setups of current density, temperature and anodic.

JOBProTECH™

The JOBProTECH is a premium METALAST product, only available to pre-qualified companies. It uses METALAST's current density control technology and is connected via a modern connection by the METALAST Support Team at the METALAST Technical Center. A key element of the METALAST Technology is the METALAST proprietary modeling software, AL200. The AL200 allows JOBProTECH users to operate at higher current densities with METALAST's standard output, resulting in increased throughput and decreased burning practices.

ANOTRACK Pro™

A fully programmable solution for process tracking, allowing you to improve all products in their program through a manual process line or facility. It features wireless, handheld PDA, use to guide operators through all aspects of a manual process or multiple processes simultaneously. Software tools for each lot can be downloaded and reported to a host remote computer.

GOPro™

PROFIT FROM PROCESS

precision | processability | productivity | profitability



Registration #: *-APPLICATION-
Service Request #: 1-3132012961

Mail Certificate

Holland & Hart LLP
Jessica A. Neville
Attn: Copyright Docketing
P.O. Box 8749
Denver, CO 80201-8749 United States

Priority: Routine

Application Date: February 15, 2016

Correspondent

Organization Name: Holland & Hart LLP
Name: Jessica A. Neville
Email: janeville@hollandhart.com
Telephone: (303)473-4807
Fax: (303)473-2720
Address: Attn: Copyright Docketing
P.O. Box 8749
Denver, CO 80201-8749 United States

Registration Number

-APPLICATION-

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Copyright Claimant: Chemeon Surface Technology, LLC
2241 Park Place, Building B, Minden, NV, 89423, United States

Limitation of copyright claim _____

Material excluded from this claim: photograph, 2-D artwork
New material included in claim: photograph, 2-D artwork, text

Rights and Permissions _____

Organization Name: Chemeon Surface Technology, LLC
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Building B
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Certification _____

Name: Jessica A. Neville
Date: February 15, 2016

Applicant's Tracking Number: 85518.TBD

introducing
METALAST TCP-HF (Hexavalent Free)TM

Metal finishing's environmentally safe and superior performance replacement for Hexavalent Chromates

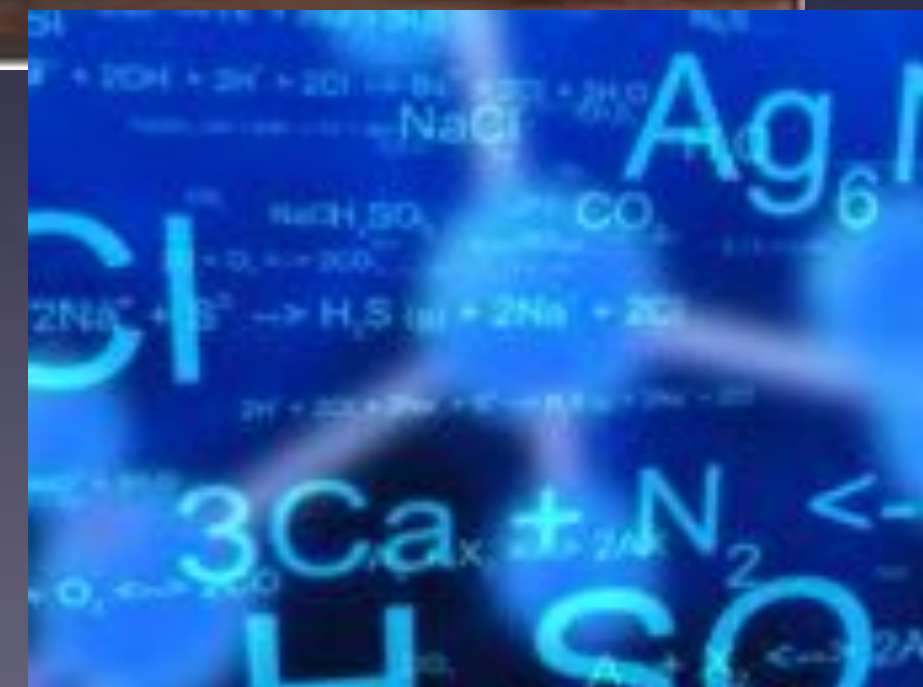
A World-Friendly Solution with World-Class Performance



METAL FINISHING'S SOLUTIONS PROVIDER



- “Green” Metal Finishing Technology Company
- \$60 billion global metal finishing industry
- Specialty chemicals and process automation
- Navy Partner for safe Cr6+ replacement
- Hexavalent chromium (Cr6+) or “Erin Brockovich”
- Solutions and Problem Solver to the Fortune 500
- METALAST TCP-HF specified by 55-companies





- First to launch \$4M T-REX mobile marketing
- Patent Pending for “No Chrome” solution (Mar 2010)
- Regulations to remove Cr6+ from supply chains
- R&D with Boeing, Air Force and Pratt & Whitney
- “SIT” driveshaft in 2,000,000 units in Jeep (2005-2010)
- METALAST (MTL) used by Navy (NADEP) - Jacksonville
- 2008 NESDI Report calls conversion to METALAST





Investment Highlights

- Headquartered in Minden, Nevada (est. 1995)
- \$50 million of investment to date + \$22 million debt
- \$22 million debt (10% paid, 30% discount and 60% converts to common)
- Seeking capital to grow and expand markets
- Proj. Revenues - 2014 EBIT @ 8 P/E & 15 P/E = IRR 38.10% - 48.64%
 - 2010 - \$ 7,413,120
 - 2011- \$ 20,445,026
 - 2012 - \$ 39,190,823
 - 2013 - \$ 67,864,675
 - 2014 - \$ 102,552,224





Today's METALAST - 2010

METALAST: The Pinnacle of Advanced Coatings and Emerging Green Surface Finishing Technologies, Providing the Critical Component of Unparalleled Customer Service.



- Improving the quality of products for Manufacturers
- Core competency - “Green” chemicals and process control
- Industry served (metal finishing - anodizing, electroplating and various coating)
- Cr6+ is known carcinogen being banned worldwide
- Selected by U. S. Navy (NAVAIR) as one of four licensee's
- Of 42 Cr6+ replacements only four with QPL Approval
- METALAST TCP-HF is Navy TCP (Cr3+) reformulation



Today's METALAST - 2010

METALAST: The Pinnacle of Advanced Coatings and Emerging Green Surface Finishing Technologies, Providing the Critical Component of Unparalleled Customer Service.



- Cr6+ not obscure chemical, it is a major anti-corrosive
- TCP-HF is also room temperature anodizing seal (versus 200F)
- Bringing effective removal of Cr6+ from environment
- AA-200, ~~CP~~ **CP 6800**, software and wet process line equipment
- Pratt & Whitney licensed Cr3+ (METALAST TCP-NP) product





Today's METALAST - 2010



- CNBC news “CA Jobs - Reno 911” nationally broadcasted on April 24, 2009
- Nevada - with no state income taxes is ranked second in nation by SBI
- Greater Reno market has direct access to a highly skilled California labor pool
- MTL Recognized as Nevada’s “Spotlight Company” by U.S. Senator (Apr 2009)



Key Market Issues

- “Green” Technologies - products and processes
- Chemical specifications lengthy, tedious and costly
- Market leader “Alodine” dominated market for 60-years
- RoHS and U.S. PEL - global directives mandate removal
- U.S. Government and DoD enforcing compliance
- Manufacturers demand consistency and accountability
- Automation and Efficiency = Globally Competitive





Primary TCP-HF Competition



- Since 1950 - \$25 billion Henkel owns Alodine brand (+/- 60% market share globally)
- SurTec and Luster-On lesser performing products with little tech support
- MacDermid, Houghton and Luster-On products deliver minimal performance
- Chemetall sells Cr6+ and TCP-HF, but must soon fully comply with regulations



Metal Finishing Market Demand

Non-Ferrous metals of aluminum, titanium and magnesium applications in the areas of chromate conversion, Type II & Type III anodizing, anodizing seal, pre-paint, E-coat, powder coat and CARC (Chemical Agent Resistant Coating)

- 5,000 domestic job shops and total 65,000 metal finishers worldwide
- Spend \$45,000 annual chromate conversion and \$75,000 as anodizing seal
- Global anodizing additive market at 13,000 x \$25,000 = \$325M annual (est.)
- Non Cr6+ at \$3B annual + 13,000 anodizers seal market = \$975M (est.)
- **+\$4.3 billion global @ 3% market share = \$125M in chemical revenue (2014)**





M.F. Industry and Diverse Market

Specific non-ferrous metal applications including aluminum, titanium and magnesium

- Many industrial sectors including:

- ▶ Aircraft and Aviation



- ▶ Aerospace Primary and Secondary



- ▶ Automotive OEM and Tier #1



- ▶ Department of Defense



- ▶ Electronics and Electrical Equipment



- ▶ Telecommunication Infrastructure

- ▶ Common household products like cookware



- Market sectors should begin to see exponential revenues growth



Coatings Industry Market Demand

Ferrous metal applications for anti-corrosion protection on steel, tin and iron as undercoating or top coat over phosphates (zinc, iron and manganese) in the specific areas of paint, E-coat, powder coat and CARC

- Global Paint and Coatings Industry Market (ACA) is estimated at \$85 billion
- Industrial applications estimated at 56% (\$48B) and architectural at 44% (\$37B)
- U.S. paint and coatings manufacturing industry represents \$20 billion annually
- **NACE & U.S. DOT estimate annual corrosion costs at \$276 billion (3.1% of GDP)**





Coatings Industry - A Diverse Market

Specific ferrous metal applications for anti-corrosion protection bonding and adhesion on steel, tin and iron






Benefits of Process Control

- Industrial process control software
 - Developed for the metal finishing industry
 - Advanced JobPro controls entire process line
 - Ruggedized hardware with touch-screen controls
- Greater product consistency and productivity
- JobPro is validated by a 10-year track record
- Navy at Jacksonville calling for all DoD to adopt METALAST “Best Practices” technology worldwide
- \$25 billion Flextronics specified METALAST anodizing for its PC notebook supply chain in China (March 2010)





Company Overview

- 17,000 square foot Technical and Training Center
- Chemical and metallurgical scientists and tech staff
- PC software engineers and industry professionals
- 27 employees - 10 dedicated technical sales personnel
- 10 Distributors with a total of 300 Sales Reps
- METALAST brand recognized by most Fortune 500
- METALAST  CP 6800 “Zero Chrome” (May 2010)





Company Overview



- Offsite manufacturing by three precision blenders
- Partnerships with U. S. Navy, Air Force and Army
- On-going R&D/technical support relationships with:
 - BAE Systems, Lockheed, Raytheon and UTC
 - DoD, Bath Ironworks and General Dynamics
 - Chrysler, Ford, GE Healthcare, Honeywell and Tyco
 - Allied Tube, Goodrich, NASA and Weber Aircraft
- T-REX Tour (2004-2007) - Visited Fortune 500 coast to coast



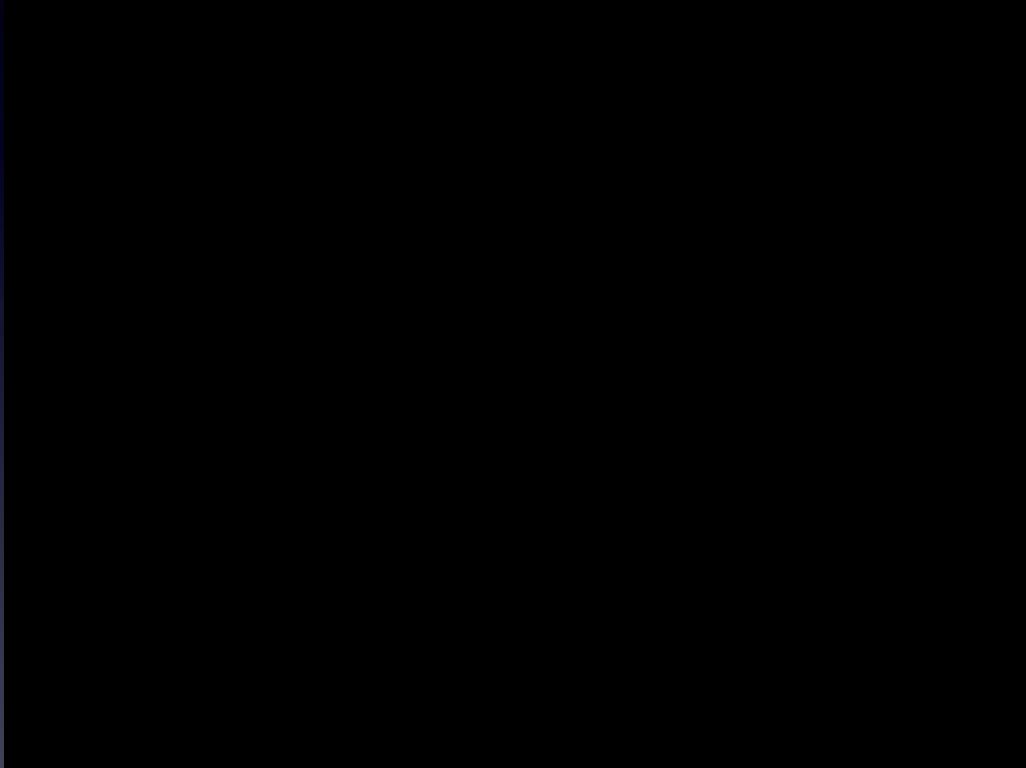
T-REX Mobile Marketing Strategy

- November 2004 - December 2007: *“T-REX (Touring Research and Educational Exhibit) was the single most significant decision, which defined the pivotal years for our Company and is the cornerstone of the METALAST brand.”*
David M. Semas, Chairman/CEO
 - ✓ 1,250 seminars - 10,000 engineering professionals
 - ✓ 400 manufacturers - many of the Fortune 500
 - ✓ 3-year tour - traveled 89,000 miles over 31 states
 - ✓ Changed methodology of the largest companies
 - ✓ Against all odds, adapted and endured difficulties
 - ✓ Impacting status quo of 100-year old industry





T-REX Mobile Marketing Strategy





T-REX Envisioned (2004-2007)

- Reached masses by bringing the METALAST “Best Practices” story to them
- No hassle free seminars at engineers facilities
- 3-year T-REX “*Solutions Providers Tour*” (Nov ‘04)



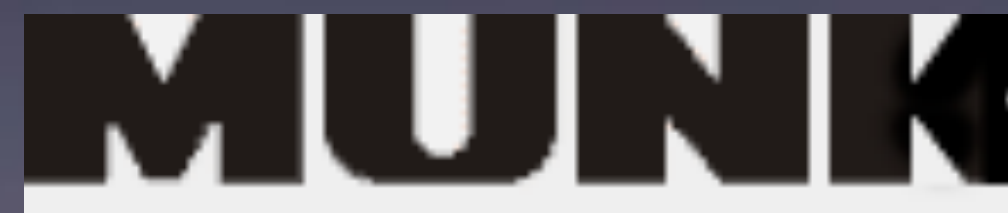
➔ Over 1,250 - 2-hour seminars held before many of the Fortune 500





Partnerships & Alliances Created

- SIC Technologies (chemicals & dyes)
- Price Industries & M.E. Baker (process line equipment)
- Pratt & Whitney (METALAST TCP-NP)
- ASC Process Systems (partial automation)
- American Plating (power supply and rectifiers)
- Process Chiller Systems (refrigeration)





Strategic Partnerships Alliances

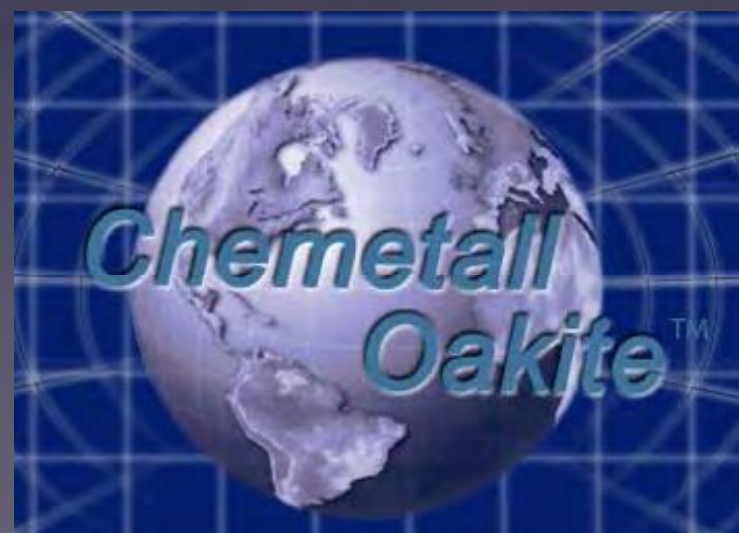
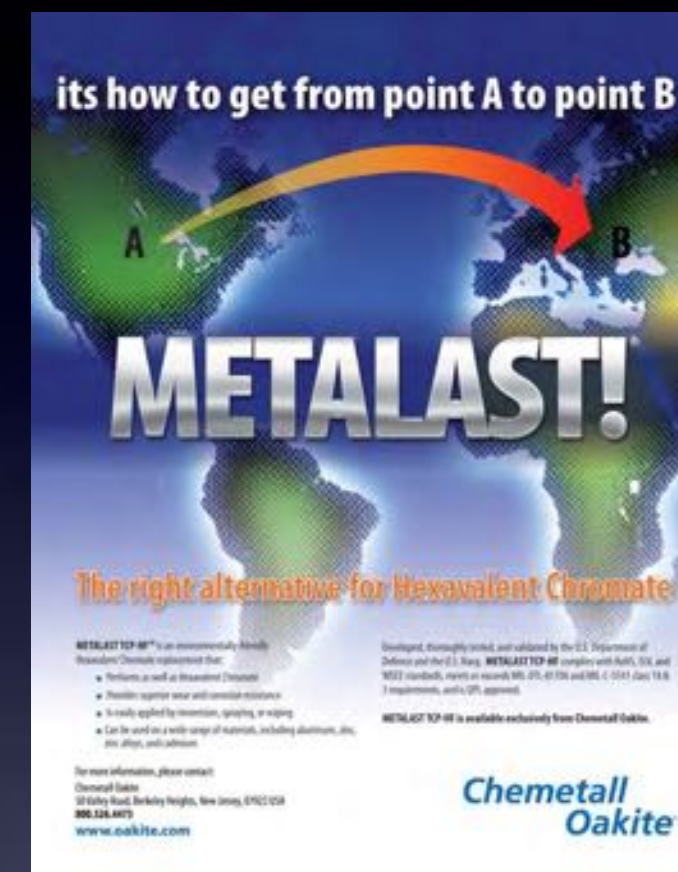
- NAVAIR License for “Green” Cr6+ alternative
- NADEP Jacksonville, FL - 6 year Licensee
- Pratt and Whitney - METALAST TCP-NP
- U.S. Air Force on SBIR Research Grant
- Chemetall GmbH - \$3B specialty chemical giant
- Visteon & Chrysler 2,000,000 driveshaft units
- P&W specified TCP-HF anodizing seal to global supply chain of 750 vendors





Chemetall US Partnership

- Needed to align with respected chemical company
- Fortune 500 wouldn't specify small chemical company
- Chemetall makes 2x the profit selling Cr6+ product
- U.S. and European Directives will force compliance
- Independent distributor margins are between 30% - 40% higher than Chemetall net adjust profit margins (NAPM)





TCP-HF Manufacturing & Independent Distribution Network

- QualiChem - TCP-HF production (Oct '08)
- QualiChem - TCP-HF EPA production (Mar '09)
- Expanding to West Coast and International markets
- Distributor strategy opens domestic and global markets
- \$15.00 average wholesale pricing, with MTL 40% NAPM

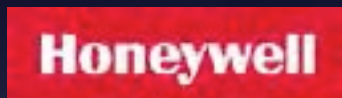




T-REX Seminar Attendees & Manufacturer Specification Approvals

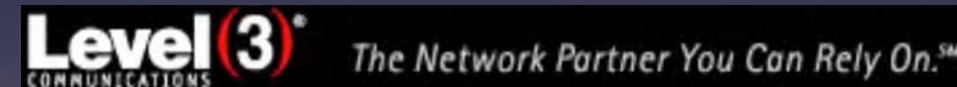


ALCOA





T-REX Seminar Attendees & Manufacturer Specification Approvals





METALAST Key Management

- David M. Semas - Chairman/CEO: 17-years MF industry - former EVP Shearson/American Express
- James C. Kieckhafer - CFO: CPA - Senior Partner for Arthur Anderson & Company, METALAST ('94)
- Jeff Mackinen - SVP Administration: 25-years in banking, METALAST ('94) - BS Finance/Admin
- Wendi Fauria - VP Accounting: 15-years MF industry, METALAST ('94) - BS Accounting/CPA Exam
- Harish Bhatt - VP Technical Support: 20-years Ford Executive (STF) - MBA/BS Chemical Engineering
- Byron Estes - VP Sales Support: 30 years industry METALAST ('98) - GM the largest anodizers in U. S.





METALAST Key Management

- Greg Semas - VP Sales and Marketing: 15-years MF industry, METALAST ('94) - BS Marketing
- Alp Manavbasi, Ph.D. - VP Technology: UNR Assoc. Professor - BS and MS in Metallurgical Engineering
- Kevin Bodily - Engineer: 25-years process control C-Programming - BS Electrical Engineering
- Syam Nibhan - Senior Lab Metallurgist - BS and MS in Metallurgical Engineering
- Keith Johnson - Anodizing Technician: 35 years anodizing industry as Technical Production Manager





Barriers to Entry

- Significant time - patient capital required
- +\$50 million dollars of investment to date
- A decade of R&D, specs and branding
- Chemical testing/approvals 5-year process
- Recruit, hire and train tech/sales staff
- Assemble global distribution network
- **Very fragmented target market that is extremely difficult to penetrate**



Tech Center



Laboratory



Anodizing Process Line



Chemistry



Process Control

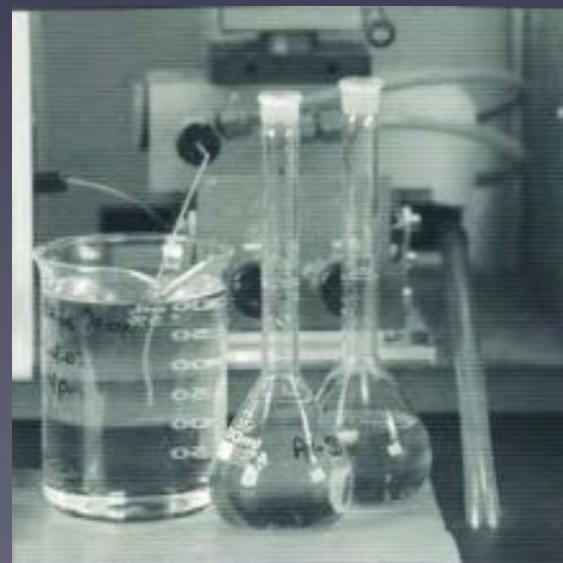


Tech Support Staffing



Exit Strategy

- 5-year projected investment holding period
- +40% margins with impressive EBITDA at +30%
- Diversified industrial sectors - broad customer base
- Attractive to Dow, DuPont, PPG, BASF, Henkel, Houghton, Sherwin-Williams or Hentzen Coatings
- Ideally positioned for future sale, merger or IPO





Closing Statement

- 14-years of establishing METALAST brand
- First to take a solutions and problem solving approach
- 10,000 engineers attended 1,250 T-REX seminars
- TCP-HF specified by 55 companies worldwide
- Partnered with Navy, Air Force and Pratt & Whitney
- Market driving global regulations and public opinion
- METALAST has been featured by an award-winning film maker for the upcoming release of *“Eco-Nomic\$ - Why Going Green Is Not Black and White”*, scheduled for its 2011 Film Premier at “The Sundance Film Festival”





Closing Statement

- **SIX REASONS TO CAPTURE MARKET SHARE**
 - (1) Best NAVY TCP products as validated by industry
 - (2) One of four of 42 replacements QPL approved
 - (3) TCP-HF EPA is the only QPL approved additive
 - (4) TCP-NP (P&W) is a complimentary alternative
 - (5) **CP 6800** “Zero” or “No Chrome” breakthrough
 - (6) AA-200 performance is becoming DoD mandated
- **Products have brand appeal and create a “Grand Slam”**
- **TCP-HF and AA-200 gaining market acceptance each day**





Closing Statement



- NESDI calling for DoD to convert to METALAST “Best Practices”
- Distributor network already grown to over 300 field Sales Reps
- Galaxy and Global Trading Commodities opening world markets
- Tested, proven, seasoned and fiscally responsible management team



Final Closing Statement



- After 100-years of status-quo, metal finishing is now positioned for change
- Executives, shareholders and consumers are demanding green products
- Market leader Henkel focused on retail products - not MF industrial markets
- METALAST business-to-business brand is trusted by many of the Fortune 500
- Products, tech support, R&D, training and education represent “Cutting Edge”



METALAST®
INTERNATIONAL, INC.

Metal Finishing's Solutions Provider

CHEAPER THAN WATER!
AND ALMOST AS SAFE...

METALAST TCP-HF

Metal Finishing's MOST Cost Effective, Superior Performance & Environmental Quality. IMPROVING SEAL.

introducing
METALAST TCP-HF (Hexavalent Free)™
Metal finishing's environmentally safe and superior performance replacement for Hexavalent Chromates

A World-Friendly Solution with World-Class Performance

 **METALAST®**
INTERNATIONAL, INC.
METAL FINISHING'S SOLUTIONS PROVIDER

THANK YOU