

09-14-1998

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To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

00825794

1. Name of conveying party(ies):

EVANS ADHESIVE CORPORATION

MED 4-25-98

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State OHIO, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: AUGUST 21 1998

2. Name and address of receiving party(ies)

Name: The Gibson-Homans Company

Internal Address:

Street Address: 1755 Enterprise Parkway

City: Twinsburg State: OH ZIP: 44087

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State OHIO, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No. (s)



08-25-1998

U.S. Patent & TMO/TM Mail Rcpt Dt. #70

B. Trademark Registration No.(s)

2,114,221 745,256 1,819,603

2,114,220 397,846 758,634

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Teri Lynn McMahon, Esq.

Internal Address:

Alston & Bird LLP

Street Address: One Atlantic Center

1201 West Peachtree Street

City: Atlanta State: GA ZIP: 30309-3424

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/10/1998 DNGUYEN 00000186 2114221

DO NOT USE THIS SPACE

01 FEB 1998 40.00 DP 02 FEB 1998 25.00 DP

Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

JAMES A. FELLOWS

Name of Person Signing

Signature

AUGUST 21, 1998

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

ASSIGNMENT OF TRADEMARKS

(Registered)

THIS ASSIGNMENT OF TRADEMARKS (the "Agreement") is made and entered into this 15 day of AUGUST, 1998, by and among The Gibson-Homans Company, an Ohio corporation ("Purchaser") and Evans Adhesive Corporation, an Ohio Corporation ("Seller").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of ~~June~~ ^{August 10}, 1998, between Seller and Purchaser (the "Asset Purchase Agreement"), Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Asset Purchase Agreement, all of Seller's right, title and interest in and to the Assets as the same are described in the Asset Purchase Agreement (the "Assets"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to assign to Purchaser and Purchaser has agreed to accept, for good and valuable consideration, all of the interests, rights and property of Seller in the trademarks described below as partial consideration for the purchase of the Assets; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, such Asset Purchase Agreement being incorporated herein by reference as though fully copied herein at length.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement and in consideration of the mutual representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

(1) Conveyance. Seller does hereby grant, bargain, sell, assign, convey, transfer, set over and confirm unto Purchaser, its successors and assigns forever, the trademarks of Seller identified on Schedule 1.2(c) of the Asset Purchase Agreement and Exhibit A hereto (the "Trademarks"). TO HAVE AND TO HOLD, all of the Trademarks hereby conveyed, transferred and assigned to Purchaser, its successors and assigns forever, together with the goodwill of the business symbolized by the Trademarks, including any and all claims for past infringement thereof, including all rights as opponents in any opposition or cancellation proceeding.

(2) Acceptance. Purchaser does hereby accept the Trademarks.

(3) Representations and Warranties. Seller hereby covenants and warrants as of the date hereof the following:


A. Seller is the sole and absolute owner of the Trademarks and has full legal right to transfer the Trademarks. All of the Trademarks are free of any security interest, lien or other encumbrance. Seller shall execute all documents

necessary to perfect such rights, title, and interest in Purchaser, its successors, assigns, and legal representatives.

(4) Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Ohio.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and delivered by its respective officers thereunto duly authorized, as of the day and year first above written.

EVANS ADHESIVE CORPORATION
as Assignor

By: 
Name: Jay Fellows
Title: President

THE GIBSON-HOMANS COMPANY
as Assignee

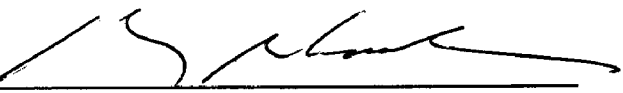
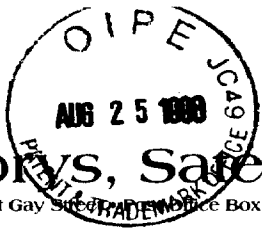
By: 
Name: Harry R. Novak
Title: Chief Financial Officer

EXHIBIT A

<u>Trademark</u>	<u>PTO Registration No.</u>
BANNER	397,846
EAGLE'S CLAW	745,256
QUICK STICK	758,634
WALL TITE	1,819,603
Prime-1-Time	2,114,220
Every-Ready	2,114,221



Vorvys, Sater, Seymour and Pease LLP

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August 21, 1998

Writer's Direct Dial Number

Commissioner of Patents and Trademarks
Attn: Trademark Assignment Division
2900 Crystal Drive
Arlington, VA 22202-3513



08-25-1998
U.S. Patent & TMO/TM Mail Rcpt Dt. #70

**Re: Trademark Assignment From Evans Adhesives Corporation
To The Gibson-Homans Company**

Dear Sir or Madam:

Enclosed herewith is a check made payable to the Commissioner of Patents and Trademarks, in the amount of \$165.00, the required fees for filing the attached Trademark Assignment. Any additional fees should be charged to our Deposit Account No. 22-0585. Please acknowledge receipt by mailroom stamp on the enclosed card.

After the document has been recorded in the Trademark Office Assignment Branch files, please return it to the undersigned.

Thank you for your assistance in this matter.

Sincerely,

Webb I. Vorvys

Enclosure