

12-10-1998

FORM PTO-1618A
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OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

12-8-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached
- Name
- DBA/AKA/TA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

12/08/98 10:00 AM
01 FD 401
02 FD 401

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1824 FRAME: 0683

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Pamela L. Miles

12/7/98

Name of Person Signing

Signature

Date Signed

Additional Registration Numbers

2,122,588

**TRADEMARK, UNREGISTERED PRODUCT NAME AND COMPANY NAME
ASSIGNMENT**

This Trademark, Unregistered Product Name and Company Name Assignment (the "Assignment") is made on this 3rd day of December, 1998 by WCI, LLC, a Delaware limited liability company (the "LLC"), for the benefit of AIEn Americas, Inc., a Delaware corporation ("Americas").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of December 3, 1998 among the LLC, Americas, White Cap, Inc., a Pennsylvania corporation (the "Company"), the holders of all issued and outstanding shares of capital stock of the Company, AIEn Acquisition Corp., a Pennsylvania corporation and Industrias AIEn, S.A. de C.V., a Mexican *sociedad anónima de capital variable* (the "Agreement"), the LLC agreed to assign to Americas those certain trademarks, unregistered product names, and company names described below in consideration of certain payments by Americas to the LLC (as more fully described in the Agreement); and

WHEREAS, the LLC and Americas desire to confirm such transfer pursuant to this Assignment.

NOW, THEREFORE, in consideration of the receipt of the payments described in the Agreement and for other good and valuable consideration set forth in the Agreement, the LLC hereby irrevocably assigns and transfers to Americas all of the LLC's right, title and interest in and to the trademarks, unregistered product names and company names listed below, together with the goodwill associated therewith and symbolized thereby, and the registrations thereof, including the right to sue for past infringement (collectively, the "Trademarks and Names"):

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
XTRA-PINE	1,680,926	03/31/92
REAL-PINE	1,562,911	10/31/89
XTRA-LEMON	1,848,468	08/09/94
WHITE CAP	1,035,146	03/09/76
PINE-O-PINE	1,824,049	03/01/94
LEMON CLEAN	1,464,186	10/10/87
LEM 'N' KLEAN	869,853	05/20/69
SURE-MINT	700,747	07/12/60
SURE-PINE	697,310	05/10/60
PINE FRESH!	2,122,588	12/23/97

Trademark Application

Serial Number

Application Date

FRESH PINE

74/254,134(PENDING)

FILED 8/14/98;
PUBLISHED FOR
OPPOSITION
9/15/98

Unregistered Product Names

KLEAN LEMON
XTRA FLORAL
XTRA LAVENDER
WILBERT'S LEMON OIL
SURE LEMON
KLEAN PINE
SOFT PINE
SANI LEMON

Company Names

WHITE CAP INC.
PINE-O-PINE CO., A DIVISION OF WHITE CAP INC.

The LLC agrees to cooperate with Americas in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Americas' reasonable judgment, be necessary or desirable to evidence Americas's ownership of the Trademarks and Names, at the sole expense of Americas.

This Assignment shall inure to the benefit of Americas and its successors and assigns and shall be binding upon the LLC and its successors and assigns.

(one signature page follows)

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date first-above written.

WCI, LLC

By: John J. Rhoads

Name: JOHN J. RHOADS

Title: PRESIDENT