

12-22-1998

IEET

Docket No.:

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48581



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Tab settings

To the Honorable Commissioner of F

re attached original documents or copy thereof.

1. Name of conveying party(ies):

Koch Materials Company

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

11-24-98

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: **November 5, 1998**

2. Name and address of receiving party(ies):

Name: **California Products Corporation**

Internal Address:

Street Address: **169 Waverly Street**

City: **Cambridge** State: **MA** ZIP: **02139**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Massachusetts**
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registr

See Attached list



11-24-1998

U.S. Patent & TMO/TM Mail Rcpt D1

Additional numbers  Yes  No

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

Name: **Peter F. Corless**

Internal Address:

Street Address: **Dike, Bronstein, Roberts & Cushman, LL**

**130 Water Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41): \$ **\$280.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

**190E**

Refund Ref: **12/21/1998 DNGUYEN 0000071866**

12/21/1998 DNGUYEN 00000082 2075034

DO NOT USE THIS SPACE

CHECK Refund Total: **\$90.00**

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

9. 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.

**Christine C. O'Day (Reg. No. 38,256)**

*Christine C. O'Day*

**1-17-98**

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

**4**

TRADEMARK

REEL: 1829 FRAME: 0776

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
DECOTURF	Reg. No. 2,075,034
STREET ICE	Reg. No. 2,006,170
AMERICA'S RED CLAY	Reg. No. 2,050,897
SURFACE OF CHAMPIONS	Reg. No. 1,882,715
DECORALT	Reg. No. 710,798
DECOTURF II	Reg. No. 1,169,289
DECOCOLOR	Reg. No. 1,162,366

FOREIGN TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
DECOTURF	Benelux	Reg. No. 372,598
DECOTURF	Canada	Reg. No. 241,880
DECOTURF	France	Reg. No. 1,616,412
DECOTURF	Italy	Reg. No. 386820
DECORALT	Canada	Reg. No. 129,891
DECORALT	France	Reg. No. 1,548,037
DECORALT	Germany	Reg. No. 1,001,519
DECORALT	Malaysia	Reg. No. M83114
DECOTURF, DECOTURF II, DECO TURF AND DECO TURF II	United Kingdom	Reg. No. 1452331 (series of 4 marks)

NUNC PRO TUNC ASSIGNMENT

WHEREAS, on July 31, 1997, Koch Materials Company, a Delaware corporation, having a place of business at 4111 East 37<sup>th</sup> Street, North Wichita, Kansas 67220, was the owner of all right, title and interest in and to the trademarks listed on Schedule A hereto, together with the goodwill associated with each mark, and together with Trademark Registrations listed on Schedule A hereto; and

WHEREAS, California Products Corporation, a Massachusetts corporation, having a place of business at 169 Waverly Street, Cambridge, Massachusetts 02139, was desirous of acquiring ownership of said trademarks, the goodwill associated therewith, and said Trademark Registrations therefor; and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Koch Materials Company does hereby confirm that on July 31, 1997, it did assign unto California Products Corporation, all of its right, title and interest in and to the trademarks listed on Schedule A hereto, together with the goodwill of the business associated with each of said marks, together with the Trademark Registrations listed on Schedule A hereto, and together with any and all claims arising out of past infringement of any of said marks, thus rendering the latter's ownership thereof complete, nunc pro tunc, as of July 31, 1997.

Koch Materials Company further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in California Products Corporation, its successors, assigns and legal representatives.

Koch Materials Company

*[Signature]* *PRH*

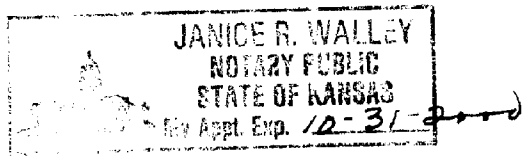
By: *R. J. WITTE*

Title: *President*

State of: KANSAS  
County of: SEDBWICK

ss.

On the 5<sup>th</sup> day of Nov., 1998, before me personally came R. J. WITTE, to me known, who, being by me duly sworn, did depose and say that he/~~she~~ is the PRESIDENT of Koch Materials Company, the entity described in and which executed the above instrument; and that he/she signed his/her name thereto with authority to do so.



*Janice R. Walley*

Notary Public