

8-13-99

08-19-1999



SHEET  
NLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner

101121773

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Loctite Corporation

- Individual(s)
- General Partnership
- Corporation-State of Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: August 4, 1999

Name and address of receiving party(ies):

Name: Permatex, Inc.

Internal Address:

Street Address: 10 Columbus Blvd.

City: Hartford State: CT ZIP: 06106

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 registration number(s):

A. Trademark Application No.(s)

BODY SHOP 2,133,312

B. Trademark Registration No.(s)

ITS YOUR RIDE MAKE IT A CLASSIC 75/410,019

Additional numbers attached?  Yes  No  
See attached Exhibit "A"

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

Name: Joan L. Long

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved:

38

7. Total fee (37 CFR 3.41) \$ 965.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0019

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

DO NOT USE THIS SPACE

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.

Joan L. Long  
Name of Person Signing

August 13, 1999  
Date

Total number of pages comprising cover sheet:

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

08/19/1999 MTHAI1 00000081 2133312

01 FC:481 40.00 OP  
02 FC:482 925.00 OP

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

EXHIBIT A

<b>Mark</b>	<b>Reg. No</b>	<b>Reg. Date</b>	<b>Country</b>
BODY SHOP	2,133,312	01/27/98	United States
CYG LOGO (in color) (Swirl Design 1)	1,763,879	04/13/93	United States
CYG LOGO (Swirl Design 2)	1,765,428	04/20/93	United States
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DL (and Banner)	417,323	10/23/85	United States
DL AND DESIGN	1,310,709	12/25/84	United States
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FAST ORANGE	1,574,211	01/02/90	United States
FAST ORANGE	1,831,817	04/19/94	United States
FAST ORANGE	2,067,935	06/03/97	United States
FAST ORANGE and design	1,973,627	05/14/96	United States
FORCE 109	1,700,039	07/14/92	United States
FORM-A-GASKET	547,708	09/11/51	United States
FORM-A-SEAL	1,742,045	12/22/92	United States
GLASS GLAZE	1,671,490	01/07/92	United States
GRID DESIGN	1,830,054	04/12/94	United States
INDIAN HEAD and design	325,086	06/11/35	United States
... MADE FOR THE PROFESSIONAL!	696,193	04/12/60	United States

... MADE FOR THE PROFESSIONAL!	789,551	05/18/65	United States
MOTOR MUSCLE	1,640,171	04/09/91	United States
PARR	1,767,011	04/20/93	United States
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PERMATEX & Design I	724,405	11/28/61	United States
PERMATEX & Design I	821,404	01/03/67	United States
PERMATEX (Stylized) and CYG LOGO (New Form)	528,613	08/08/50	United States
SPRAY-A-GASKET	631,115	07/24/56	United States
SUPER "300"	671,051	12/16/58	United States
TROUNCE	1,103,693	10/10/78	United States
THE RIGHT STUFF	2,095,681	09/09/97	United States
ULTRA BLACK	1,664,131	11/12/91	United States
ULTRA BLUE	1,680,384	03/24/92	United States
ULTRA GREY	1,719,473	09/22/92	United States

Pending Marks

Mark	Application No.	Filing Date	Country
IT'S YOUR RIDE MAKE IT A CLASSIC	75/410,019	12/23/97	United States
MOTOSEAL	75/425,349	01/28/98	United States
PIAZZ	75/293,422	04/15/97	United States
ULTRA COPPER	75/575,929	10/23/98	United States

**ASSIGNMENT OF TRADEMARKS**

**AND**

**THE UNITED STATES AND FOREIGN REGISTRATIONS  
(AND PENDING REGISTRATIONS) THEREOF**

WHEREAS, Loctite Corporation, a corporation duly organized and existing under the laws of the State of Delaware, having a place of business at 1001 Trout Brook Crossing, Rocky Hill, Connecticut 06067 (“ASSIGNOR”, has acquired or adopted, and used, and thereby owns all rights, title and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated into and made a part hereof (the “Marks”, “Registrations” and “Applications”, respectively), together with the goodwill of the businesses appurtenant to said Marks; and

WHEREAS, pursuant to that certain agreement dated July 30, 1999, entitled, “Asset Purchase Agreement”, entered into by and between ASSIGNOR and certain related entities referred to as the “Loctite Parts” in said Agreement) and Permatex, Inc., a corporation organized and existing under the laws of the State of Delaware, having a principal place of business at Ten Columbus Boulevard, Hartford Square North, Hartford, Connecticut 06106 (“ASSIGNEE”), ASSIGNOR has agreed to assign unto ASSIGNEE its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Marks, Registrations and Applications, and the goodwill appurtenant thereto, to ASSIGNEE, as required by said Asset Purchase Agreement, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR by these presents does thereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Marks, Registrations and Applications identified in said

Exhibit A, and the attendant goodwill symbolized by the Marks, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of any of the Marks by other parties, which causes of action and claims arose prior to the date of execution hereof.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE, (i) it is the sole owner of the Marks and the goodwill associated therewith, the Registrations thereof and the Applications relating thereto; (ii) the Registrations thereof were not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the United States Registrations thereof are not the subject of any cancellation proceedings in the United States Patent and Trademark Office; (iv) it has granted no licenses to any other party to use the Marks, or any of them, in the United States, Canada or Mexico which it has not disclosed to ASSIGNEE; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, Registrations or Applications, or any other rights or interests therein which are adverse to those of ASSIGNOR; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Marks, Registrations and/or Applications which would be breached or otherwise violated by the foregoing assignment of the Marks, Registrations and Applications. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth hereinabove or in said Asset Purchase Agreement.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Marks, Registrations and Applications, as the case may be, in the United States.

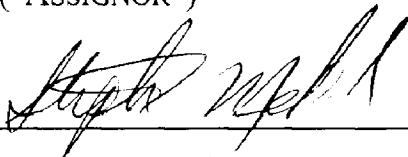
ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this

Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office, so that ASSIGNEE's ownership of the Marks, Registrations and Applications is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

LOCTITE CORPORATION  
("ASSIGNOR")

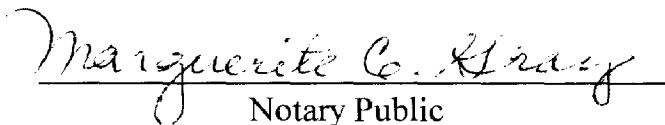
Dated: July 31, 1999

By:   
Stephen T. Merkel, V.P.  
Name, Title

State of Connecticut }  
County of Hartford } SS Rocky Hill

On this <sup>7<sup>th</sup></sup> ~~4~~ day of ~~July~~ <sup>August</sup>, 1999, before me MARGUERITE C. GRAY, the undersigned Notary Public, personally appeared STEPHEN T. MERKEL personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
Notary Public

**MARGUERITE C. GRAY**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES APR. 30, 2004

## EXHIBIT A

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Loctite Corporation

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State of Delaware
- Other \_\_\_\_\_

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Street Address: 10 Columbus Blvd.

City: Hartford State: CT ZIP: 06106

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- Association \_\_\_\_\_
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(Designations must be a separate document from Assignment)

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BODY SHOP 2,133,312

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ITS YOUR RIDE MAKE IT A CLASSIC 75/410,019

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Name: Joan L. Long

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41) ..... \$ 965.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-0019

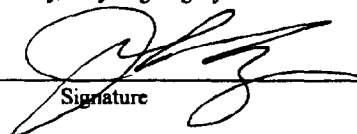
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.

Joan L. Long  
Name of Person Signing

  
Signature

August 13, 1999  
Date

Total number of pages comprising cover sheet:

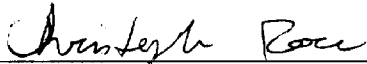
EXPRESS MAIL CERTIFICATE

"Express Mail" label number: EE329108713US

Date of Deposit: August 13, 1999

I hereby certify that the attached document is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Christopher Dore  
(Typed or printed name of  
person mailing paper or fee)

  
(Signature of person mailing  
paper or fee)