

09-22-1999



101151441

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Morton International, Inc.
Individual(s) Association
General Partnership Limited Partnership
x Corporation-State - Indiana
Other MRO 9-15-99
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: TMT-Pathway, L.L.C.
Internal Address: _____
Street Address: 2997 Clarkson Road
City: Chesterfield State: MO ZIP: 63017
Individual(s) citizenship _____
Association _____
General Partnership _____
Limited Partnership _____
Corporation-State _____
x Other: Delaware limited liability company
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

3. Nature of conveyance:
x Assignment Merger
Security Agreement Change of Name
Other: _____
Execution Date: May 17, 1999

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
75/697,132
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
N/A

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kay R. Sherman
Internal Address: Gallop, Johnson & Neuman, L.C.
Street Address: 101 South Hanley, Suite 1600
City: St. Louis State: MO ZIP: 63105

6. Total number of applications and registration involved: 1
7. Total fee (37 CFR 3.41) \$ 40.00
x Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attached 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.
Kay R. Sherman Kay R. Sherman 9/15/99
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

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

09/22/1999 DNGUYEN 00000056 75697132
01 FC:481 40.00 DP

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of May 17, 1999, by Morton International, Inc., an Indiana corporation, with its principal office located at 100 North Riverside Drive, Chicago, Illinois 60606 ("Assignor"), to TMT – Pathway, LLC, a Delaware limited liability company with its principal office located at 2997 Clarkson Road, Chesterfield, Missouri 63017 ("Assignee").

A. Assignor is the current owner of the trademarks and the United States and foreign trademark registrations set forth on Exhibit A hereto (the "Trademarks").

B. Assignor acquired all of the Trademarks (other than the U.S. applications for "Legend-Build", filed in September 1998 and "Storm-Line", filed in May 1999) pursuant to an Assignment and Assumption Agreement executed April 30, 1997 (the "April 1997 Agreement"), in which a corporation known as Morton International, Inc. (a separate corporation from Assignor, and referred to herein as "Old Morton") assigned such Trademarks to New Morton International, Inc., now known as Morton International, Inc., the Assignor herein. Neither the April 1997 Agreement nor any documents evidencing that assignment of the Trademarks were recorded with any trademark office.

C. Beginning in May 1997, through inadvertence, the United States Trademark Office was asked to and did record against the Trademarks (other than "Legend-Build" and "Storm-Line") a Certificate of Fact evidencing the merger and change of name, effective May 1, 1997, from Old Morton to Autoliv ASP, Inc., and a May 21, 1997 Assignment from Autoliv ASP, Inc. to Assignor (the "Autoliv Assignment"). The United States Trademark Office was also asked to record an Assignment from Autoliv ASP, Inc. to Morton executed as of March 3, 1999 ("the March 1999 Assignment").

D. Also through inadvertence, the Canadian Trade-Marks Office and Trademark Office in Mexico were asked to record the Certificate of Fact and Autoliv Assignment.

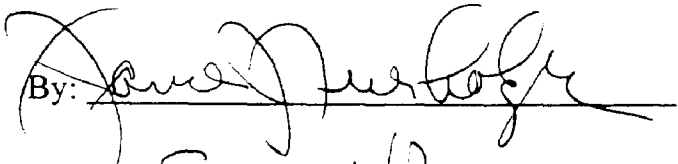
E. The Certificate of Fact, Autoliv Assignment and March 1999 Assignment in fact had no bearing on the Trademarks because Assignor already owned the Trademarks pursuant to the April 1997 Agreement.

F. Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks.


NOW, THEREFORE, pursuant to the Asset Purchase Agreement between and among the parties hereto, Morton International, Inc. and TMT – Pathway, LLC (the “Asset Purchase Agreement”), and in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.

Capitalized terms not defined herein shall have the meaning assigned to them in the Asset Purchase Agreement.

MORTON INTERNATIONAL, INC.

By: 
Title: Exec. VP
"Assignor"

TMT – PATHWAY, LLC

By: 
Title: _____
"Assignee"

STATE OF Illinois)
) SS.
COUNTY OF Cook)

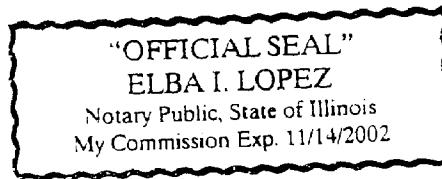
On this 17th day of May, 1999, before me
Elba I. Lopez, a Notary Public in and for said state, personally appeared
James J. Feuerhahn, E.P. V.P. of Morton International, Inc., an Indiana corporation, known
to me to be the person who executed the within instrument on behalf of said corporation and
acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

Elba I. Lopez
Notary Public

My Commission Expires:

11/14/2002
STATE OF Illinois)
) SS.
COUNTY OF Cook)



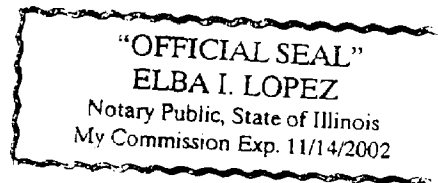
On this 17th day of May, 1998, before me
Elba I. Lopez, a Notary Public in and for said state, personally appeared
Christopher T. Paule, V.P. of TMT - Pathway, LLC, a Delaware limited liability
company, known to me to be the person who executed the within instrument on behalf of said
corporation and acknowledged to me that he/she executed the same for the purposes therein
stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
in the County and State aforesaid, the day and year first above written.

Elba I. Lopez
Notary Public

My Commission Expires:

11/14/2002



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EXHIBIT A

Registered Trademarks and Trademark Applications

<u>Trademark</u>	<u>Country</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
DURA-LINE	Canada	699652	02/25/92	-----	-----
	Mexico	134460	03/06/92	425041	11/09/92
	USA	74/201,893	09/09/91	1700076	07/14/92
DURA-STRIPE	USA	73/712,049	02/19/88	1508744	10/18/88
DURA-STRIPE SYSTEM	USA	74/352,358	01/25/93	1904836	07/11/95
LEGEND- BUILD	USA	75/559,284	09/24/98	-----	-----
MORLINE	USA	75/048,017	01/24/96	2038597	02/18/97
NORLINE	Canada	699651	02/25/92	414038	06/25/93
	USA	74/226,448	11/29/91	1711016	09/01/92
STORM-LINE	USA	To Come	05/04/99	-----	-----
TMT	USA	73/774,176	01/11/89	1565503	11/14/89

Other Trademarks

TMT-5D
TMT-25D
TMT-63P
TMT-127P
TMT-201T
TMT-257D
TMT-707P
TMT-1003T
Dura-line 2000
the "Traffic Markings" logo

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