

02/08/00

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FORM (Rev. 6) JMB N Copyrig TM05/F



RECORDATION FORM

Docket No.:

02-08-2000

TRADEMAR



66973-1

Tab

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #40

101286019

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

1. Name of conveying party(ies):
Scott Paint Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Florida**
 Other _____

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

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

Name: **Bruning Paint Company**

Internal Address: **7839 Fruitville Road**

Street Address: _____

City: **Sarasota** State: **FL** ZIP: **34240**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **1/31/00**

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	2080332 1882748 1882749
	1867399
Additional numbers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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

Name: **Donald S. Showalter, Esq.**

Internal Address: **HOLLAND & KNIGHT LLP**

One East Broward Blvd., Suite 1300

Street Address: _____

City: **Fort Lauderdale** State: **FL** ZIP: **33301**

6. Total number of applications and registrations involved:..... **10**

7. Total fee (37 CFR 3.41):.....\$ **115.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

03/09/2000 00000000 00000000 00000000

DO NOT USE THIS SPACE FEB 15 2000

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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.

Francine A. Nienow *Francine A. Nienow* **2/8/00**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **4**

EXHIBIT A

<u>Mark</u>	<u>Reg. No.</u>
ALLGRIP	FL – T93000001210
AQUADECK	US – 2080332
AQUALOID	FL – T93000001212
HYDRON	FL – T93000001243
HYDRON	US – 1882748
PLASTIFLEX	FL – T93000001216
PLASTIFLEX	US – 1882749
SCOTT PAINT and Design	FL – TO2402
SCRUBMASTER	FL – T93000001244
SCRUBMASTER	US – 1867399

**NUNC PRO TUNC
ASSIGNMENT OF SERVICE MARKS**

WHEREAS, Scott Paint Corporation, a Florida corporation, (hereinafter "Assignor"), is the owner of all right, title and interest in and to the U.S. and Florida trademarks and registrations thereof identified in Exhibit A attached hereto (hereinafter "The Marks"); and

WHEREAS, Bruning Paint Company, a Delaware corporation, (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to and under The Marks, and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the sum of Ten U.S. Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and reasonably equivalent value of which are hereby mutually acknowledged, Assignor has, and by these presents does hereby irrevocably sell, assign, transfer and convey unto Assignee, its successors and assigns, nunc pro tunc effective as of February 27, 1998, the entire right, title and interest of Assignor in and to: (a) The Marks; (b) any and all registrations of The Marks; (c) any and all applications to register The Marks; (d) all common law rights in, to and under The Marks; (e) all other rights in, to and under The Marks, together with the goodwill of the business symbolized by The Marks; (f) any and all rights to royalties, profits, compensations, license fees or other payments or remuneration of any kind relating to The Marks and/or the goodwill under The Marks; and (g) all claims or causes of action Assignor has or may have in connection with The Marks, including, but not limited to, the right to sue and recover damages for any and all past infringements of any of The Marks.

