

02/29/00

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04-06-2000

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



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RECORDATION FORM COVER SHEET
OPR/FINANCE 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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other Contribution Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
8 1 95

Name PMC, INC.

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name General Foam Corporation

DBA/AKA/TA _____

Composed of _____

Address (line 1) West 100 Century Road

Address (line 2) _____

Address (line 3) Paramus

City

New Jersey

State/Country

07652

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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.)

Citizenship/State of Incorporation/Organization Delaware

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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 (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practices. 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

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REEL: 002044 FRAME: 0693

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,826,441"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.) #

Authorization to charge additional fees: Yes No

Statement and Signature

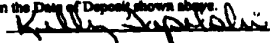
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DANIEL FROHLING  2/27/08

Name of Person Signing Signature Date Signed

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.9

"Express Mail" Mailing Label Number: EL415786876105 Date of Deposit: February 29, 2008. I, Kelly Topolaki hereby certify that the document to which this Certificate is affixed is being deposited with the United States Postal Service as Express Mail, postage prepaid, in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on the Date of Deposit shown above.



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PMC, INC./GENERAL FOAM CORPORATION
CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT ("Agreement") is made as of August 1, 1995 ("Effective Date") by and between PMC, Inc., a Delaware corporation ("PMC"), and General Foam Corporation, a Delaware corporation ("Company"), with reference to the following facts:

A. PMC currently conducts a part of its business through the General Foam Division of PMC ("Division").

B. PMC wishes to transfer to Company as a contribution to capital certain assets used in connection with the business conducted at the Division headquarters in Paramus, New Jersey *excluding* any manufacturing operations of the Division and *excluding* the business of GFC Trucking ("Business"), but *including* the purchasing, marketing, invoicing, customer service, credit, human resources, data processing, environmental services, research and development, quality control, finance, accounting and other administrative functions performed by Division headquarters for the Division's manufacturing operations. Company wishes to accept such contribution.

C. PMC requires, as a condition of such contribution, that Company assume certain liabilities of PMC arising in connection with the Business and that Company indemnify PMC against certain liabilities arising out of the operation of the Business both before and after the date of such contribution, and Company is willing to provide such assumption and indemnification.

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants set forth herein, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Contribution of Assets. PMC does hereby assign and transfer to the Company as of the Effective Date all of PMC's right, title, and interest in and to the Assets (as defined in Section 2), free and clear of all liens, restrictions, mortgages or encumbrances of any nature except the Assumed Liabilities (as defined in Section 4) and the liens set forth on Schedule 1 attached hereto (the "Permitted Liens").

2. Description of Assets. The term "Assets" shall mean all of PMC's right, title and interest in and to the assets except the Excluded Assets (as defined in Section 3) that are used in connection with, or related to, the Business, wherever located, including, without limitation, the following:

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a. **Balance Sheet Assets.** Those assets set forth on the pro forma balance sheet (the "Balance Sheet") attached hereto as Schedule 2.

b. **Real Property Lease.** The tenant's interest under the Lease (the "Real Property Lease") between PMC and Quad Affiliates, a New Jersey partnership, covering premises located at 100 Century Road, Paramus, New Jersey ("Paramus Facility"), and all leasehold improvements and construction in progress.

c. **Machinery, Equipment, Furniture, Fixtures and Vehicles.** All machinery, equipment, furniture, fixtures and all vehicles owned or leased by PMC and used or held for use in the operation of the Business, wherever located ("Equipment").

d. **Supplies.** All supplies owned by PMC and used or held for use in the operation of the Business including, but not limited to sales literature brochures, catalogs and art work ("Supplies").

e. **Contracts.** All transferable contracts, agreements, commitments, and leases of personal property used in the Business (the "Assumed Contracts") subject to the terms, covenants and conditions of the same, but excluding customer purchase orders, customer contracts, contracts for the purchase of raw materials, equipment and machinery for use in the manufacturing operations of the Division.

f. **Intellectual Property.** All of PMC's right, title, and interest in and to all patents and patent applications, trademarks, trade names, product names, fictitious business names, copyrights, copyright applications and uncopyrighted works, trade secrets, inventions, know-how, processes, formulas, product ingredients, requirements and specifications, designs, technology, software, research and experimental data, and all licenses and rights to use the same, and all applications therefor, and all other proprietary rights, intellectual property rights and information used in connection with the Business and/or the Division's manufacturing operations, and all claims and benefits of any kind against third parties in connection therewith (the "Intellectual Property").

g. **Licenses and Permits.** All of PMC's right, title and interest in, to and under all transferable licenses, permits and authorizations relating to the operations and products of the Business, including, without limitation, any licenses, permits, registrations and authorizations from or with federal, state or foreign regulatory authorities (the "Permits").

h. **Prepaid Expenses and Deposits.** All prepaid expenses, security deposits, refunds and credits, including refunds, credits and deposits for taxes (except income taxes) of PMC, and employee advances, arising out of or in connection with the Business (the "Prepaid Expenses") except customer deposits and advances.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

PMC, INC.

By: *John M. Johnson*
Title: Vice President

GENERAL FOAM CORPORATION

By: *[Signature]*
Title C.F.O.

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SCHEDULES TO CONTRIBUTION AGREEMENT

- 1 Permitted Liens
- 2 Balance Sheet