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Docket No.:

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To the H

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #34

Attached original documents or copy thereof

1. Name of: Plasticolors, Inc.
2600 Michigan Avenue
Ashtabula, Ohio 44005-0816

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: February 29, 2000

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

Name: Thermoplastic Specialty Products, Inc.
Internal Address: _____
Street Address: 1680 East Market Street
City: Akron State: OH ZIP: 44305

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

Additional numbers Yes No

B. Trademark Registration No.(s)

1,797,424
1,797,423

Yes No

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

Name: George W. Moxon II
Internal Address: Intellectual Property Group
Street Address: 500 First National Tower
City: Akron State: OH ZIP: 44308

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41):.....\$ \$80.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501210

04/19/2000 TTOM11 00000345 1797424

DO NOT USE THIS SPACE

01 FC:481	40.00	OP
02 FC:482	25.00	OP
03 FC:998	15.00	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.

George W. Moxon II George W Moxon II 3/9/00
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **5**

DEED OF ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT (this "Agreement"), dated as of February 29, 2000 (the "Effective Date") is from Plasticolors, Inc., a corporation organized under the laws of the State of Ohio ("Assignor") to Thermoplastic Specialty Products, Inc., a corporation organized under the laws of the State of Ohio ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and trademark applications described on Schedule A (the "Trademarks") attached hereto; and

WHEREAS, for good and valuable consideration and pursuant to a certain Asset Purchase Agreement, dated as of February 29, 2000 (the "Purchase Agreement"), by and among the Assignor and the Assignee, and upon the terms and conditions set forth below, Assignor desires to assign all of its rights and interests with respect to the Trademarks to Assignee and Assignee desires to accept such assignment.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following

1. Assignment. Assignor hereby sells, assigns and transfers unto Assignee, its successors, heirs and assigns all right, title and interest in and to the Trademarks, including without limitation, the right to any registrations thereof, the right to prosecute any applications therefor, the right to have any registrations issue in the name of the Assignee, the right to apply for and obtain any renewal of any registrations thereof, the right to sue for past and future infringement together with the goodwill of the business symbolized thereby.

2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the opinion of counsel for Assignee to perfect the transfer of rights set forth herein.

3. Representations and Warranties. This Agreement is subject to the terms and conditions of the Purchase Agreement and the respective representations, warranties, covenants, agreements and obligations made in the Purchase Agreement by the parties to the Purchase Agreement and incorporated herein by reference, constitute an integral part of this Agreement and shall survive the execution and delivery of this Agreement to the extent provided in Article XI of the Purchase Agreement.

4. Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Deed of Assignment of Trademarks as of the Effective Date.

PLASTICOLORS, INC.


By: _____


Gary Cheney, Vice President

STATE OF OHIO)
) ss.
CUYAHOGA COUNTY)

Before me, a Notary Public in and for said County, personally appeared the above-named Plasticolors, Inc., an Ohio corporation, by Gary Cheney, its Vice President, and acknowledged that he is duly authorized to execute the foregoing on behalf of such corporation and that the same is his free act and deed and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29th day of February, 2000.



Notary Public

PETER K. SHELTON, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 O.R.C.

SCHEDULE A

Trademark	Reg. No.	Registration Date
"PLASTOLOR" (Words and Design)	1797424	10/12/93
"ELASTOLOR" (Words and Design)	1797423	10/12/93



03-13-2000

U.S. Patent & TMO for TM Mail Rcpt Dt. #34

In the United States Patent and Trademark Office
(Transmittal-Trademark)

Date: March 10, 2000

RE: Trademark Assignment(s) of

PLASTOLOR, Registration No. 1,797,424, Registered 10/12/93
ELASTOLOR, Registration No. 1,797,424, Registered 10/12/93

TO: Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Enclosed is the following:

1. Recordation Form Cover Sheet (form 1594) for Trademarks
2. Deed of Assignment of Trademarks with Attachment Schedule A
3. Return Card
4. Check \$80.00

Respectfully Submitted,

George W. Moxon II
gmoxon@brouse.com

(330) 535-5711 phone
(330) 253-8601 fax
srm

I certify that this transmittal letter, the enclosed correspondence and fee(s) is being deposited on 3-10-2000 with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington Virginia 22202-3513.

Signature of person mailing correspondence

STACEY R. MATTHEWS

Typed or printed name of person mailing correspondence