

06-30-2000

FORM PTO-1594

RECC

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MRS 3:22.w **TRAI**

101394838

YD

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
 1001 Trout Brook Crossing
 Rocky Hill, Connecticut 06067

____ Individual(s) ____ Association
 ____ General Partnership ____ Limited Partnership
 Corporation - Delaware
 ____ Other _____

2. Name and address of receiving party(ies):
 Name: Permatex, Inc.
 Internal Address: Hartford Square North
 Street Address: Ten Columbus Boulevard
 City: Hartford State: CT ZIP: 06106
 ____ Individual(s) citizenship _____
 ____ Association _____
 ____ Limited Partnership _____
 Corporation - Delaware
 ____ Other: _____

Add'l name(s) of conveying party(ies) attached? _ Yes No

3. Nature of conveyance:
 Assignment ____ Merger
 ____ Security Agreement ____ Change of Name
 ____ 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)

Execution Date: January 31, 1999

Additional name(s) & address(es) attached? _ Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/410019, 75/425349, 75/293422, 75/575929

B. Trademark Registration No.(s)
 2133312, 1763879, 1765428, 1163305, 417323, 1310709,
 1640172, 1782328, 1658774, 1574211, 1831817, 2067935,
 1973627, 1700039, 547708, 1742045, 1671490, 1830054,
 325086, 696193, 789551, 1640171, 1767011, 1763880,
 724405, 821404, 528613, 631115, 671051, 1103693,
 2095681, 1664131, 1680384, 1719473

Additional numbers attached? ____ Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Lori M. Stockton
 Internal Address:
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN LLP
 Street Address: 12400 Wilshire Boulevard
Seventh Floor
 City: Los Angeles State: CA ZIP: 90025

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:
02-2666

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.

Lori M. Stockton
 Name of Person Signing

Signature

5/22/00
 Date

Total number of pages including cover sheet, attachments, and document: - 6 -

07/03/2000 DMGUYEN 00000352 75410019

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

TRADEMARK
REEL: 002094 FRAME: 0236

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: [Signature]
Stephen T. Merkel, V.P.
Name, Title

State of Connecticut
County of Hartford } SS Rocky Hill

On this 4th day of August, 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,

[Signature]
Notary Public

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

EXHIBIT A

| Mark | Reg.No | Reg. Date | Country |
|---|---------------|------------------|----------------|
| 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 |
| DL Block Letters | 1,163,305 | 08/04/81 | United States |
| DL (and Banner) | 417,323 | 10/23/85 | United States |
| DL AND DESIGN | 1,310,709 | 12/25/84 | United States |
| ELIMINATOR | 1,640,172 | 04/09/91 | United States |
| ENVIRO-SAFE | 1,782,328 | 07/20/93 | United States |
| FAST-BREAK | 1,658,774 | 10/01/91 | United States |
| 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 |

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|---|-----------|----------|---------------|
| MOTOR MUSCLE | 1,640,171 | 04/09/91 | United States |
| PARR | 1,767,011 | 04/20/93 | United States |
| PERMATEX | 1,763,880 | 04/13/93 | United States |
| 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 |

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