

10-16-2000
101488446

10-2-00

RECORDATION FORM COVER SHEET
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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

10/13/2000 MTHAI1 00000216 2066698

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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 (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. 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

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,066,698"/>	<input type="text" value="2,224,181"/>	<input type="text" value="2,081,134"/>
<input type="text" value="2,110,377"/>	<input type="text" value="1,134,381"/>	<input type="text"/>
<input type="text" value="2,124,828"/>	<input type="text" value="2,119,082"/>	<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.)

Deposit Account Number:

#

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.

Eīayna Pham

Eīayna Pham

9-10-2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This Assignment ("Assignment") is made as of July ~~16~~ 1999 (the "Effective Date") by Midwest Polychem, Ltd., an Illinois corporation ("Assignor") to Bullen Midwest, Inc., an Illinois corporation ("Assignee").

RECITALS

- A. Assignor is the owner of all right, title and interest in and to the United States federal trademark and service mark registrations and applications therefor listed in Schedule A attached hereto and made a part hereof (the "Trademarks").
- B. Assignor now desires to transfer to Assignee all rights, titles and interests in the Trademarks.

CLAUSES

1. **Consideration.** For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor assigns, transfers and sells the Trademarks to Assignee.
2. **Grant of Rights to Trademarks.** Assignor grants, conveys, transfers, alienates and assigns to Assignee, for and throughout the world, all rights, titles and interests (legal, equitable, use and otherwise) in and to any and all of the following: (i) the right to file and register the Trademarks in Assignee's name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on prior, present or future infringements of the Trademarks, as well as all other claims and rights to damages associated with the Trademarks, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iv) all goodwill associated with the Trademarks.
3. **Further Instruments.** Assignor will execute, acknowledge and deliver to Assignee such further instruments and documents which relate to the Trademarks as Assignee may request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Trademarks and all claims or rights thereunder.
4. **No Retained Rights.** Assignor's assignment of the Trademarks to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Trademarks, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Trademarks. Assignor acknowledges and agrees that the Trademarks constitute the sole and exclusive property of Assignee.
5. **Authorization.** Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Trademarks; and (iii) to perform all of its obligations under this Assignment. Assignor further represents and warrants that it has taken all corporate actions necessary to authorize the preceding.
6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

7. **Amendment.** No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

8. **Severability.** If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

9. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

The parties have executed this Assignment as of the Effective Date.

Midwest Polychem, Ltd.,
an Illinois corporation

Bullen Midwest, Inc.,
an Illinois corporation

By: Robert A. Bartlett

By: James B. Blange

Its: President

Its: President

TRADEMARKS OF MIDWEST POLYCHEM, LTD.

TRADEMARK	INT	US	GOODS	DATE REG	REG NO
POLYGUARD	1	6	Antifreeze	6/5/98	1,134,381
CHARCOAL CHEF	4	15	Log & Charcoal starter	12/30/97	2,124,828
POLY-GUARD	1	6	Radiator Stop Leak	11/4/97	2,110,377
	3	52	Flush, Carb & Choke, Vinyl & Leather, WW, Whitewall, Concrete, etc		
POLY-GUARD	1	6	RV, Brake, Pwr Steer, Octane, Gas & Diesel,	6/3/97	2,066,698
	4	15	Fuel Injector, Motor Oil, Transmission Fluid		
SUN SOFT	3	6	Liquid Fabric Softener	12/9/97	2,119,082
CHAIN PRO	4	15	Bar, Sprocket & Chain Lube	9/16/99	2,224,181
SOFT 'n NICE	3	51 & 52	Shampoo, Skin Lotion, Hair Cond, Bodywash, Bar Soap, Fab Soft, Baby Shampoo, Hair Dressing	7/22/97	2,081,134