

FORM PTO-1618A
Expires 06/30/99
OMB 0851-0027

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

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
Effective Date
Month Day Year
08290000
- Merger
- Change of Name
- Other Co-Existence Agreement

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

08290000

Name Gibraltar National Corporation

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Michigan

Receiving Party

Mark if additional names of receiving parties attached

Name Tammis Industries, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 3835 State Route 72

Address (line 2) _____

Address (line 3) kirkland

City

IL

State/Country

60146

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 Illinois

FOR OFFICE USE ONLY

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 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

FORM PTO-1618B
Expires 03/30/99
OMB 0651-0027

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

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" value="75743333"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1990453"/>	<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.)

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.

Mark T. Koerner

Name of Person Signing

Signature

01/05/01

Date Signed

CO-EXISTENCE AGREEMENT

This Agreement is entered into this 29th day of August, 2000, by and between Gibraltar National Corporation, a Michigan Corporation, doing business at 8951 Schefer, Building 4, Detroit Michigan, 48228-2515, (referred to hereafter as "Gibraltar"), and Tamms Industries, Inc., an Illinois corporation, doing business at 3835 State Route 72, Kirkland, IL 60146 (referred to hereafter as "Tamms").

Whereas, Tamms has used the trademark RAPID ROCK, a copy of which is attached at Exhibit A, for "Rapid-setting cementitious grout" that has been sold industrially since at least 1961 and has filed with the U.S. Patent and Trademark Office Application Serial No. 75/743333 to register RAPID ROCK for "rapid-setting cementitious grout" in International class 019. Since 1961, there has been no evidence of actual confusion between Application Serial No. 75/743333 and U.S. Reg. No. 1990453; and

Whereas, Gibraltar is the owner of U.S. Reg. No. 1990453 as shown at Exhibit B for "fast setting cement for anchoring fence posts" in International Class 019; and

Whereas, the parties believe that given the different presentations of their respective RAPID ROCK marks, the difference in the goods, channels of trade, advertising and end consumers, their marks can continue to peacefully co-exist with respect to use and registration and wish to confirm this in writing.

NOW, THEREFORE, for consideration which is hereby acknowledged, the parties agree as follows:

1. Gibraltar consents to the use and registration of RAPID ROCK for "rapid-setting cementitious grout" in International Class 019.
2. Tamms will not seek to cancel U.S. Registration number 1994053 of RAPID ROCK in International class 019.

3. Each party reserves the right to change the stylized look of its respective RAPID ROCK mark provided that its new presentation is not the same as the stylized presentation being used by the other party, it being agreed that the RAPID ROCK marks of the respective parties shown at Exhibits A and B are distinct from one another, for purposes of this Agreement. Both parties agree that they will not use their respective marks to sell products similar to those products listed in the other party's above referenced filing with the Trademark Office.

4. In the event that the parties learn of any instances of actual confusion, they will work together and take necessary steps to minimize such confusion.

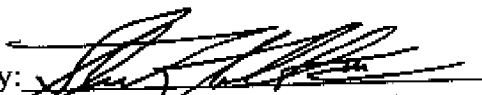
5. The geographic scope of this Agreement is limited to the United States and its territories.

6. This Agreement is binding on all successors, assigns, licensees, subsidiaries and divisions of the parties.

7. This agreement constitutes the entire agreement and understanding between the parties and cannot be amended without an understanding between the parties and cannot be amended without a writing duly signed by authorized officials of the parties.

Gibraltar National Corporation

Tamms Industries, Inc.

By: 
 Name: Steve Klochko, III
 Title: President
 Date: August 29, 2000


By: 
 Name: M. Thomas McCall
 Title: President
 Date: Sept. 11, 2000

EXHIBIT A



RAPID ROCK

**FAST SETTING, POURABLE GROUT
SETS IN 15 MINUTES**

4 - 10 lb Containers

WARRANTIES: Seller warrants that the Products do not infringe upon any copyright, patent, or trademark or trade secret, nor violate the proprietary information rights of any third party. Seller warrants that its Products will conform to and perform in accordance with the Products' specifications. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION ON LIABILITIES:** Because of the difficulty of ascertaining and measuring damages hereunder, it is agreed that, except for claims for bodily injury, Seller's liability to the Buyer or any third party, for any losses or damages, whether direct or otherwise, arising out of the purchase of Product from Seller by Buyer shall not exceed the total amount billed and billable to the Buyer for the Product hereunder. In no event will Seller be liable for any loss of profits or other special or consequential damages, even if Seller has been advised of the possibility of such damages.

TL1558 ©1988 Tamms Industries Co.

Another Fine Product of



TAMMS INDUSTRIES CO.
1223 Ardmore Ave. Itasca, Illinois 60143 815 770 2330
5741 2nd Street, Ana, Ontario, CA 91761 714 960 2667
730 Casey Avenue, Wilkes Barre, PA 18702 717 822 2164
Telex: 510 551 2165 Tamms Ind. Bar
Fax: 312 770 1870

EXHIBIT B

Thank you for your request. Here are the latest results from the TARR web server.

Serial Number: 74570862

Registration Number: 1994053

Mark (words only): RAPID ROCK

Current Status: Registered.

Date of Status: 1996-08-13

Filing Date: 1994-09-07

Registration Date: 1996-08-13

Law Office Assigned: TMEG Law Office 108

CURRENT APPLICANT(S)/OWNER(S)

1. Gibraltar National Corporation

GOODS AND/OR SERVICES

fast setting cement for anchoring fence posts

PROSECUTION HISTORY

1996-08-13 - REGISTERED-PRINCIPAL REGISTER

1996-06-05 - ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED

1996-06-04 - ASSIGNED TO EXAMINER

1996-05-29 - STATEMENT OF USE PROCESSING COMPLETE

1996-03-12 - USE AMENDMENT FILED

1996-03-10 - EXTENSION 1 GRANTED

1996-03-04 - EXTENSION 1 FILED

1995-09-05 - NOTICE OF ALLOWANCE-MAILED

1995-06-13 - PUBLISHED FOR OPPOSITION

1995-05-12 - NOTICE OF PUBLICATION

1995-03-21 - APPROVED FOR PUB - PRINCIPAL REGISTER

1995-03-15 - EXAMINERS AMENDMENT MAILED

1995-03-08 - ASSIGNED TO EXAMINER

CONTACT INFORMATION

Attorney of Record: Charles R. Rutherford

Address:

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SUITE 300
BLOOMFIELD HILLS, MI 48304-2820
US
