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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Castlegate Acquisition Company
Delaware Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

4-25-01

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Nullification 0832/147

Execution Date: 9-9-91

2. Name and address of receiving party(ies)

Name: Castlegate Inc.

Internal Address: _____

Street Address: 911 East Jefferson Street

City: Pittsburg State: Kansas Zip: 66762

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,127,796

Additional number(s) attached Yes No

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

Name: Joseph W. Berenato, III

Internal Address: Liniak, Berenato, Longacre & White

Street Address: 6550 Rock Spring Drive
Suite 240

City: Bethesda State: MD Zip: 20817

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0548

Charge 40.00
No spec
file

(Attach duplicate copy of this page if paying by deposit account)

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.

Thomas Liniak Reg. No. 33,415

Thomas Liniak
Signature

April 25, 2001

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark: CASTLEGATE

Examiner: HALL, C.

Registration No: 1,127,796

International Class: 6

Registered: December 18, 1979

U.S. Class: 12

NULLIFICATION OF INCORRECT ASSIGNMENT

Commissioner of Patents &
Trademarks
Washington, D.C.

April 25, 2001

Sir:

PREMDOR, Inc., acting through its wholly owned subsidiary, Premdor U.S. Holding, Inc. acquired the assets of Castlegate Inc. with all trademarks and their respective registrations in 1991. A summary of this assignment is recorded on reel 2146, frame 0256 and shows the transfer of seven registrations from Castlegate, Inc. to Premdor U.S. Holdings, Inc. For reasons unknown, the 1991 assignment of the registration no. 1,127,756 of the mark "CASTLEGATE" was incorrectly transferred to Castlegate Acquisition Company, instead of Premdor U.S. Holdings, Inc.

The assignment of the "CASTLEGATE" registration filed on December 3, 1991 with the Assignment Branch of the U.S. Patent and Trademark Office incorrectly transferred the entire right, title, and ownership of the mark from Castlegate, Inc. to Castlegate Acquisition Company. Premdor has no information that Castlegate Acquisition Company was ever a de jure company, and the name is believed to have been mistakenly used. This error was not realized until

Premdor U.S. Holdings, Inc. attempted to renew the mark by filing a Section 8 Affidavit and Section 9 Renewal Application.

Respectfully submitted,

Date: 4/25/01

By: 
Thomas P. Liniak

Liniak, Berenato, Longacre & White, LLC
6550 Rock Spring Drive, Suite 240
Bethesda, MD 20817
(301) 896-0600

Attorney for Assignee

ASSIGNMENT OF TRADEMARK

WHEREAS, CASTLEGATE, INC., formerly D.O.W. Acquisition Co., a corporation duly organized and existing under the laws of the State of Delaware (the "Assignor"), warrants that it is the exclusive owner by means of assignment, of the entire right, title and interest in and to the following United States Trademark used in its business:

<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
CASTLEGATE	1,127,796	December 18, 1979

WHEREAS, CASTLEGATE ACQUISITION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware, for the benefit of itself, its successors and assigns (the "Assignee"), wishes to acquire said entire right, title and interest therein;

NOW WITNESSETH, that for and in consideration of the sum of One Dollar and other valuable consideration paid unto the Assignor by the Assignee, the receipt of which in full is hereby acknowledged, the Assignor has sold, assigned and transferred and by these presents does sell, assign and transfer to the Assignee, its entire right, title and interest in and to said Trademark together with the goodwill of the business symbolized by said Trademark, the same to be held and enjoyed by the Assignee, to the full end of the term of said Trademark, and any reissues, renewal or extension thereof, as are or may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

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REEL 0832 FRAME 148
TRADE-MARK

And for the hereinbefore-mentioned consideration, the Assignor hereby sells, assigns and transfers unto the Assignee all claims and demands, both at law and in equity, that the Assignor has or may have for damages which may accrue; and the Assignor hereby authorizes and empowers the Assignee to sue for and collect the same, using the Assignor's name as party plaintiff.

And Assignor further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the titles to said Trademark, in said Assignee, its successors, assigns or other legal representatives, and that if said Assignee, its successors, assigns or legal representatives desire to secure any reissue or reissues of such Trademark, or that any disclaimer or disclaimers relating thereto should be filed, that Assignor will, upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the application for such reissue or reissues, and the procuring thereof, or for the filing of such disclaimer or disclaimers, without further compensation, but at the expense of said Assignee, its successors, assigns or legal representatives.

And, Assignor does further covenant and agree that it will, at any time, upon request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to said Trademark or the history thereof known to it,

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TRADE-MARK

REEL 0832 FRAME 149

GIVEN under by hand and seal this 9th day of September,
1991.

Barbara D. Colman
Notary Public

My Commission Expires: 8/5/94

REEL 0832 FRAME 51
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RECORDED
PATENT AND TRADEMARK
OFFICE

DEC - 6 1991

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** TOTAL PAGE.21 **