

FORM PTO-1618A  
Expires 09/30/99  
OMB 0651-0027

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

#### Conveyance Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

- 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

Execution Date  
Month Day Year

Name

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/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

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 TRADEMARK INFORMATION TO THIS ADDRESS.

700006342

Mail documents to be recorded with required cover sheet(s) information to:

REEL: 002286 FRAME: 0001

FORM PTO-1618B  
Expires 08/30/99  
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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1974566"/>	<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.) #

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.

Name of Person Signing Signature Date Signed

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

EnviroChem Technologies, L.L.C. )  
 Conveying Party, )  
 and )  
 The Sherwin-Williams Company )  
 Receiving Party. )

**BOX ASSIGNMENT**  
 Commissioner for Trademarks  
 2900 Crystal Drive  
 Arlington, VA 22202-3513

**REQUEST FOR RECORDATION OF ASSIGNMENT  
 AND APPOINTMENT OF ATTORNEYS OF RECORD**

Dear Sir/Madam:

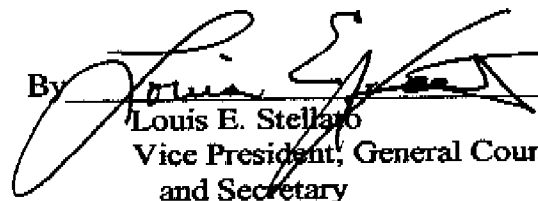
Enclosed please find a copy of an assignment document designated "ASSIGNMENT AGREEMENT", dated June 6, 2001, in which the following U.S. trademark registration was assigned from EnviroChem Technologies L.L.C. to The Sherwin-Williams Company:

<b><u>TRADEMARK</u></b>	<b><u>REG. NO.</u></b>
ENVIROLASTIC	1974566

The Sherwin-Williams Company, having an address at 101 Prospect Avenue NW, Cleveland, Ohio 44115-1075, respectfully requests that the attached assignment be made of record for the above-identified trademark registration.

The undersigned, acting on behalf of The Sherwin-Williams Company, hereby appoints PAUL R. KATTERLE, Reg. No. 36,563; VIVIEN Y. TSANG, Reg. No. 40,209 and ROBERT E. McDONALD, Reg. No. 29,193, whose address is The Sherwin-Williams Company, 101 Prospect Avenue NW, 1100 Midland Bldg. - Legal Dept., Cleveland, Ohio 44115-1075, and whose telephone number is (216) 566-3650, its attorney and associate attorney, with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection therewith.

Respectfully submitted,  
 THE SHERWIN-WILLIAMS COMPANY

By   
 Louis E. Stellato  
 Vice President, General Counsel  
 and Secretary

**ASSIGNMENT OF PROPRIETARY RIGHTS**

THIS ASSIGNMENT OF PROPRIETARY RIGHTS ("ASSIGNMENT"), made as of this 6th day of June, 2001, is by and among EnviroChem Technologies, L.L.C. (the "Assignor") and The Sherwin-Williams Company (the "Assignee").

**WITNESSETH:**

WHEREAS, Assignor, Assignee, Mobile Enterprises, Inc. and John F. Unsworth have entered into a Purchase Agreement, dated of even date herewith ("Agreement"); and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to all names (including but not limited to "EnviroChem"), patents, patent applications, inventions, marks, formulas (patented and unpatented), symbols, trade names, trademarks, service marks, trade secrets, technical know-how, methods, operations, copyrights, copyright applications, logos, franchises, software, processes (patented and unpatented), process instructions, permits, licenses and sublicenses (and agreements in respect thereof or applications therefor), patent, trademark and copyright prosecution histories, laboratory notebooks, outside testing data, power point presentations, computer files concerning any training or technical data or information, and all other proprietary rights, documents, information and records related to the Business (as defined in the Agreement) or the Products (as defined in the Agreement) including, but not limited to, all filings, registrations or issuances of any of the foregoing with or by any federal, state, local or foreign regulatory, administrative or governmental office or offices, and all federal, state and common law rights protecting such in the United States of America and throughout the world, including, but not limited to, those listed on Schedule A, which is attached hereto and made a part hereof ("Proprietary Rights"); and

WHEREAS, Assignee desires to acquire ownership of the Proprietary Rights and Assignor is willing to convey to Assignee all of its entire right, title and interest in and to the Proprietary Rights; and

NOW, THEREFORE, for the consideration recited in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Proprietary Rights.
2. Upon Assignee's request, Assignor will execute any and all instruments necessary to effectuate the intent of Section 1 hereof in order to confirm and secure the assignment of Assignor's entire right, title and interest in and to the Proprietary Rights.
3. Upon Assignee's request, Assignor shall transfer to Assignee all existing documents and files available to or in its possession which relate to the Proprietary Rights.

4. Assignor acknowledges that Assignee is relying upon Assignor's representations, warranties and covenants made in the Agreement with respect to the Proprietary Rights as an inducement to entering into this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day first written above.

WITNESSES:

J. F. U.  
Roxan Holten Unsworth

ENVIROCHEM TECHNOLOGIES, L.L.C.

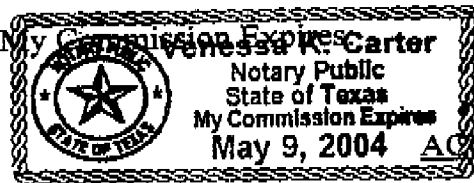
BY: [Signature]  
 TITLE: President, EnviroChem Technologies, Inc.  
Sole Manager

STATE OF TEXAS )  
 )  
 COUNTY OF Tarrant )

SS.

On this 6 day of June, 2001, before me personally appeared JOHN F. UNSWORTH, who being by me duly sworn, did depose and say that he is an officer of EnviroChem Technologies, L.L.C. and that he executed this Assignment in such capacity.

[Signature]  
 Notary Public



ACCEPTANCE OF ASSIGNMENT

In consideration of the foregoing Assignment of Proprietary Rights, Assignee hereby accepts from Assignor its entire right, title and interest in and to the Proprietary Rights on this 6th day of June, 2001.

WITNESSES:

J. F. U.  
Roxan Holten Unsworth

THE SHERWIN-WILLIAMS COMPANY

BY: [Signature]  
 TITLE: Vice General Polymers

## SCHEDULE A - PROPRIETARY RIGHTS

### I. TRADEMARKS, ETC.

Corporate Name per Articles of Incorporation EnviroChem Technologies, L.L.C.

ENVIROLASTIC Trademark  
US Registration Number 1974566

Process Letter by John F. Unsworth dated 3/30/98 assigned to EnviroChem

Logos - See Spec Data Sheet and Company Brochure attached.

Process, Process Instructions and Training - See Installation Manual (to be provided separate from agreement).

Presentation Materials - See Certified Contractor Data CD Rom and Specifier's Data CD Rom.

### II. PRODUCT LIST

EnviroLastic AR 425  
EnviroLastic AR 200 HD (Also referred to as Bed Liner)  
EnviroLastic AR 520 SS  
EnviroLastic Railcar 520  
EnviroLastic AR 520 PW - Potable Water System  
EnviroLastic AR Deckcoating HD (Also referred to as AR 520)  
EnviroLastic AR Soft  
EnviroLastic AR 300  
EnviroLastic AL 400 SS  
EnviroLastic AL 450 SS  
EnviroLastic Brush Grade (430 & 470)  
EnviroLastic Brush Grade LPL  
EnviroChem HB 250  
EnviroLastic JS 80 SL  
Tack Coat

EnviroLastic JS 45 SL - under testing  
EnviroLastic JS 65 SL - under testing

EnviroPrime WB  
EnviroPrime WB Lo-Temp  
EnviroPrime WB Non-Gassing

### III. FORMULAS

See attached formulas for the following products:

	Part #
AR 425 White, Resin, Side B	425-200.400
AR 200 HD White	