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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):

Interface Investments, Inc.

4-30-01

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: April 20, 2001

2. Name and address of receiving party(ies)

Name: Amorim Industrial Solutions, Inc.

Internal

Address:

Street Address: 26112 110th Street

City: Trevor State: WI Zip: 53179

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Illinois, 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)

1245291

Additional number(s) attached Yes No

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

Name: Susan Larrabee, Esq.

Internal Address: Koo, Larrabee & Lau-Kee, LLP

Street Address: 410 Saw Mill River Road

City: Ardsley State: NY Zip: 10502

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(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.

Susan B. Larrabee Name of Person Signing

Susan Larrabee Signature

April 27, 2001 Date

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

7

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

TRADEMARK REEL: 002290 FRAME: 0346

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made by and between Interface Investments, Inc., a Delaware corporation with a registered office at 103 Springer Building, 3411 Silverside Road, Wilmington, Delaware 19801 ("III") and Amorim Industrial Solution, Inc., an Illinois corporation with a registered office at 26112 110<sup>th</sup> Street, Trevor, Wisconsin 53179 ("Amorim"), to be effective as of the 20<sup>th</sup> day of April, 2001 ("Effective Date").

### **BACKGROUND**

III is the owner of the trademark listed on Exhibit "A" attached hereto and all of the right, title and interest in such trademark, including, without limitation, all of the related intangible assets and goodwill associated with such trademark, and all of the damages and payments for present and future infringements thereof, royalties and all other income derived therefrom (collectively, the "Property"). In connection with the Asset Purchase Agreement by and among Amorim, Interface Solutions, Inc. and III, dated April 20, 2001, III desires to assign and transfer to Amorim, and Amorim desires to obtain from III, all of III's right, title and interest in the Property as of the Effective Date. III and Amorim desire to confirm and acknowledge in writing hereby such assignment and transfer.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, III does hereby, by these presents, convey, set over, grant, sell, transfer, assign and deliver to Amorim the whole and entire right, title and interest in and to the Property (consisting of the trademark listed on Exhibit "A" attached hereto and all of the right, title and interest in such trademark, including, without limitation, all of the related intangible assets and goodwill associated with such trademark, and all of the damages and payments for present and future infringements thereof, royalties and all other income derived therefrom) as of the Effective Date. Amorim, its successors and assigns, shall have and hold the Property for its own use and benefit forever.

IN WITNESS WHEREOF, I have caused its duly authorized representative to execute this Agreement as of the Effective Date.

ATTEST:

INTERFACE INVESTMENTS, INC.

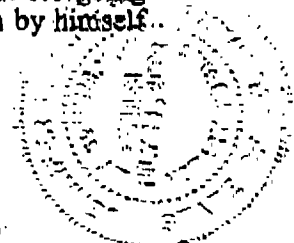
By: [Signature]  
Printed Name: Gilbert B. Warren  
Title: Vice President

STATE OF DELAWARE

SS:

COUNTY OF NEW CASTLE

On this 20<sup>th</sup> day of APRIL, 2001, before me Jennifer L. Troiani, the undersigned officer, personally appeared Gilbert B. Warren, who acknowledged himself to be the VICE PRESIDENT of Interface Investments, Inc., a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice President.



IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer L. Troiani  
Notary Public

JENNIFER L. TROIANI  
MY COMMISSION EXPIRES JULY 14, 2002  
COUNTY OF NEW CASTLE

ACCEPTED:

ATTEST:

AMORIM INDUSTRIAL SOLUTION, INC.

By: [Signature]  
Printed Name: Kee A. Dahmer  
Title: President

# EXHIBIT A

## UNITED STATES SERVICE MARK REGISTRATION(S)

| MARK     | REGISTRATION<br>NO./REG. DATE |
|----------|-------------------------------|
| ACCOSEAL | 1,245,291<br>July 12, 1983    |

**RELEASE OF ASSIGNMENT FOR SECURITY OF TRADEMARKS**

THIS RELEASE is made as of this 20th day of April, 2001, by Heller Financial, Inc., as Agent ("Heller") in favor of Interface Solutions, Inc. (f/k/a Armstrong Industrial Specialties, Inc.), a Pennsylvania corporation ("Company").

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Heller hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its right, title and interest in and to, and any and all liens and security interests it may have upon, all of the trademarks listed on Exhibit A attached hereto and made a part hereof, which liens and security interests were established under and pursuant to that certain Security Agreement, dated as of June 30, 1999, between Company and Heller and that certain Trademark Mortgage, dated as of June 30, 1999, between Company and Heller (both agreements referred to herein as the "Agreements"). All obligations and duties listed under the Agreements to the extent they relate solely to the items listed on Exhibit A are hereby released and terminated, and Heller hereby expressly releases and discharges without limitation all claims, demands and causes of action that it may now have or might subsequently accrue to it arising out of or connected with directly or indirectly, the Agreements to the extent they relate solely to the items on Exhibit A.

This Release shall be binding upon Heller's legal representatives, assigns and successors.

HELLER FINANCIAL, INC., AS AGENT

By: Matthew Colucci  
Name: Matthew R. Colucci  
Title: Assistant Vice President

**EXHIBIT A**

**Trademarks**

| <b>TRADEMARK</b> | <b>FEDERAL REGISTRATION<br/>NUMBER</b> | <b>REGISTRATION DATE</b> |
|------------------|--|--------------------------|
| ACCOSEAL         | 1,245,291                              | 7/12/83                  |