

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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10-22-2001

101889286

10-30-2001

To the Honorable Commissioner of Patents and

U.S. Patent & TMO/TM Mail Rept Dt. #31

original documents or copy thereof.

1. Name of conveying party(ies):

Proko Industries

10/22/01

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State TX
- 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: 18 Jun 97

2. Name and address of receiving party(ies)

Name: Lynxx International Inc.

Internal

Address: \_\_\_\_\_

501 S. Foote St.

Street Address: \_\_\_\_\_

City: Cambridge State: IN Zip: 47327

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State IL
- 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)

0872009, 0802089

Additional number(s) attached  Yes  No

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

Name: Michael J. Cherskov

Internal Address: \_\_\_\_\_

CHERSKOV & FLAYNIK

Suite 1447

Street Address: 20 N. Wacker

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501709

(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.

Michael J. Cherskov

18 Oct 01

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

10/29/2001 DBYRNE 0000072 501709 0872009  
01 FC:481 40.00 CH  
02 FC:482 25.00 CH

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

TRADEMARK  
REEL: 002391 FRAME: 0098

**ASSIGNMENT OF TRADEMARKS, PATENTS, FORMULAE, KNOW-HOW,  
AND ALL INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF TRADEMARKS, PATENTS, FORMULAE, KNOW-HOW, AND INTELLECTUAL PROPERTY ("Assignment") is made and entered into as of the 18<sup>th</sup> day of June, 1997 and between **PROKO INDUSTRIES INC.** a Texas corporation, ("Assignor"), and **LYNXX INTERNATIONAL INC.** an Illinois corporation, ("Assignee"), both of whom may be referred to as the "Parties."

**RECITALS**

A. Assignor is the owner of certain trademarks, patents, formulae, know-how, and intellectual property as acknowledged between the parties in a sales agreement with RPM INC. an Ohio corporation, Assignor, and Assignee dated January 25, 1991. Schedule 4.18 TRADEMARKS, TRADE NAMES, ETC. is attached from that agreement.

B. Assignor desires to contribute, transfer and assign all of its rights, title and interest in the trademarks, patents, formulae, know-how, and intellectual property to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Effective as of the 18<sup>th</sup> day of June, 1997, Assignor hereby assigns, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the trademarks, patents, formulae, know-how, and intellectual property.

2. Deliveries. Assignor agrees to deliver to Assignee all originals and copies of all documents, agreements, instruments and other items evidencing the trademarks, patents, formulae, know-how, and intellectual property.

3. Governing Law. The laws of the State of Illinois shall govern this assignment.

4. Binding Effect. This Assignment and the provisions contained herein shall be binding upon and inure to the benefit of the Assignor and Assignee and their respective successors and assigns.

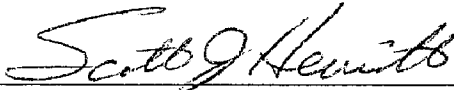
5. Cooperation. Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this assignment.

6. Further Assurances. Assignor shall promptly, from time to time after the closing, execute and deliver to Assignee such further conveyances, assignments, assurances or other instruments of transfer as Assignee shall reasonably request in order to vest and confirm in Assignee the trademarks, patents, formulae, know-how, and intellectual property in accordance with this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

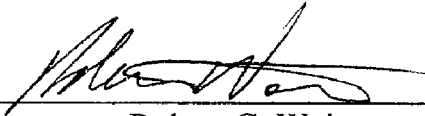
ASSIGNOR:

PROKO INDUSTRIES INC., a Texas Corporation

By:   
Scott J. Hewitt  
Its: Vice President, and Treasurer

ASSIGNEE:

LYNXX INTERNATIONAL INC.  
an Illinois Corporation

By:   
Robert C. Waite  
Its: Chairman, CEO, and Secretary

SCHEDULE 4.18  
TRADEMARKS, TRADE NAMES, ETC.

1. Patents

None

2. Trademarks and Tradenames

a. Registered

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Class</u>
TRIKO PRODUCTS w/Design	641,995	02/26/57	16 (U.S.)
TRIKO PRODUCTS w/Design	642,211	03/05/57	12 (U.S.)
ARISTEX	721,764	09/26/61	12 (U.S.)
RADEX	802,089	01/18/66	12 (U.S.)
TRIKO-PLEX	872,009	07/01/69	2
DURATION	1,054,180	12/14/76	2
VIN-L-BOND	1,345,394	07/02/85	1
DURATION	1,422,865	12/30/86	19

b. Common law

<u>Mark</u>	<u>Goods</u>
SUPERFLEX	elastomeric coatings, sealants, caulks and patching compounds
SUPER FLEX 10	elastomeric coating
SUPER FLEX AR-123	elastomeric coating
SUPER FLEX UNICOAT	elastomeric coating
PRO TEX	texture paint
PROKO LITE	latex paint
PRO SEAL	primer paint
KLEER KRETE	surface conditioner
TRISEAL	plaster mix
FLEX-PLUS	admixture for cement

FILL AND FINISH	block and masonry filler and finishing compound
REDI-MIX BLOX FILL	block filler
FLEXIT	sealant
BUTTERCOAT	synthetic patching compound
SET FAST ONE DAY JOINT COMPOUND	dry wall joint compound
SENTRY 500	elastomeric coating
LW 2000	dry wall joint compound
SHELTEC	direct applied wall finishing materials

3. Applications, Licenses, and Royalty Agreements

None

4. Litigation and Claims (Intellectual Property only)

None