

06-14-2002



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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):

Sippican, Inc.

4-29-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Massachusetts 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 5, 2002

2. Name and address of receiving party(ies)

Name: Sippican Acquisition Corp.

Internal Address: c/o The Carlyle Group

Street Address: 101 South Tryon Street

City: Charlotte State: NC Zip: 28280

- 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)

2306969, 2201774, 2153987, 1779545

1326717, 1106544, 850575

Additional number(s) attached Yes No

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

Name: Nicholas G. Mehler

Internal Address: Latham & Watkins

Street Address: 885 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$190.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-1988

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DO NOT USE THIS SPACE

9. Signature.

Nicholas G. Mehler Name of Person Signing

Nicholas G. Mehler Signature

4/18/02

Date

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

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

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01 FC:481 40.00 CH 02 FC:482 150.00 CH

TRADEMARK REEL: 002525 FRAME: 0080

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is entered into as of this 5th day of April 2002 by and between Sippican, Inc., a Massachusetts corporation (“**Assignor**”), and Sippican Acquisition Corp., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated April 5, 2002 (the “**Asset Purchase Agreement**”); and

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, Assignor wishes to assign, and Assignee wishes to acquire, all of Assignor’s right, title and interest in and to the trademarks and service marks identified on the attached Schedule A, and any and all registrations, applications and common law rights with respect thereto, worldwide (collectively, the “**Marks**”).

NOW THEREFORE, for the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Assignor hereby sells, assigns and transfers to Assignee, effective as of the date hereof, all of its right, title and interest in and to the Marks, and in and to any registrations, renewals and extensions that may be granted thereon, together with the goodwill of the business connected therewith and its right, title and interest to sue and recover for past infringements by any third parties of any of the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and corresponding authorities in all other jurisdictions, worldwide, to record the title of Assignee as owner of Assignor’s right, title, and interest in and to the Marks. At Assignee’s expense, Assignor shall use commercially reasonable efforts to execute and deliver, or cause to be executed and delivered, such further instruments or documents, and take such other lawful actions which may be reasonably requested to implement the conveyance and transfer of any of the Marks.

The parties agree that this Trademark Assignment is in accordance with and is subject to all of the terms and conditions set forth in the Asset Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement). This Trademark Assignment shall be governed by and interpreted and construed in accordance with the substantive laws of the State of New York, without regard to any choice of law provisions thereof.

IN WITNESS WHEREOF, each of the parties have caused, and has duly authorized, this Trademark Assignment to be executed on its behalf by the undersigned, as of the date first above written.

SIPPICAN, INC.

By: William E. Walsh

Name: William E. Walsh

Title: President and Chief Executive Officer

Commonwealth of Massachusetts)
County of Suffolk) SS

On this 5th day of April, 2002, before me personally appeared WILLIAM E. WALSH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

[Signature]
Notary Public

June 21, 2008

SIPPICAN ACQUISITION CORP.

By: _____

Name: _____

Title: _____

**SCHEDULE A
MARKS**

U.S. Registered Trademarks

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>JURISDICTION</u>
PTP	2,306,969	January 11, 2000	United States
TDULK	2,201,774	November 3, 1998	United States
SUBMATT	2,153,987	April 28, 1998	United States
FAST DEEP	1,779,545	June 29, 1993	United States
VIZ	1,326,717	March 26, 1985	United States
ACCU-LOK	1,106,544	November 21, 1978	United States
SIPPICAN	850,575	June 11, 1968	United States

Foreign Registered Trademarks

<u>MARK</u>	<u>REG. NUMBER</u>	<u>REGISTRATION DATE</u>	<u>JURISDICTION</u>
SIPPICAN	A208,370	March 1, 1981	Australia
SIPPICAN	41,596	July 8, 1971	Benelux
SIPPICAN	133,118	October 18, 1963	Canada
SIPPICAN	02472-1967	August 25, 1967	Denmark
SIPPICAN	783,076	June 8, 1964	Fed. Rep. Germany
SIPPICAN	1,398,307	March 12, 1987	France
SIPPICAN	484,548	October 2, 1987	Italy
SIPPICAN	83449	November 1, 1967	New Zealand
SIPPICAN	72.178	June 16, 1967	Norway
SIPPICAN	121,694	December 1, 1967	Sweden
SIPPICAN	836,089	June 21, 1962	United Kingdom
SIPPICAN	835,561	June 7, 1962	United Kingdom

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