

Form PTO-1594

(Rev. 03/01)

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

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

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

1. Name of conveying party(ies): 6-17-02  
**Sovereign Specialty Chemicals, Inc.**

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)  
Name: **Sovereign Holdings, LLC**  
Internal Address: \_\_\_\_\_  
Street Address: **225 West Washington St.**  
City: **Chicago** Suite: **2200** State: **IL** Zip: **60606**

- 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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Execution Date: **May 17, 2002**

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s) **0415176**  
**1904959**

Additional number(s) attached  Yes  No

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

Internal Address: **JENKENS & GILCHRIST**

Street Address: **225 W. Washington St.**  
**Suite 2600**

City: **Chicago** State: **IL** Zip: **60606**

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

7. Total fee (37 CFR 3.41).....\$ **65.00**  
 Enclosed  
 Authorized to be charged to deposit account  
**Only if check missing or insufficient**

8. Deposit account number:  
**10-0447**

(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.*

**Janet Miller**  
Name of Person Signing

Signature

**June 7, 2002**  
Date

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

06/19/2002 6TOW11 00000239 0415176

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

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this **Assignment**) is entered into as of the 1st day of January, 2002, by and between SOVEREIGN SPECIALTY CHEMICALS, INC., a Delaware corporation located at 225 West Washington Street, Suite 2200, Chicago, IL 60606 (the "**Assignor**") and SOVEREIGN HOLDINGS, LLC, a Delaware limited liability company located at 225 West Washington Street, Suite 2200, Chicago, IL 60606 (the "**Assignee**").

### **RECITALS:**

A. Assignor and its subsidiaries are in the business of developing, manufacturing, marketing, distributing and selling adhesives, sealant and coating products, and Assignor is one of the founding members of Assignee.

B. As described in the Amended and Restated Limited Liability Agreement of the Assignee dated as of January 1, 2002 ("**LLC Agreement**"), Assignor has agreed to assign certain intellectual property to Assignee.

C. Assignor is executing and delivering this Agreement to evidence Assignor's assignment to Assignee of the Assigned Intellectual Property (as defined in Section 1 below).

### **AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by Assignor, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all right, title and interest of Assignor in and to (a) the tradenames "Sovereign Specialty Chemicals, Inc., "Sovereign" and any derivations thereof, (b) the trademarks and service marks "Sovereign Specialty Chemicals, Inc." and "Sovereign", and the registered trademarks and service marks set forth on the attached Exhibit 1, including the registrations thereof, (c) the Internet domain names set forth on the attached Exhibit 2, (d) the goodwill appurtenant to and symbolized by such tradenames, trademarks, service marks, and domain names, and (e) the right to sue for past infringements or misappropriations of the foregoing (collectively, the "**Assigned Intellectual Property**").

2. Further Instruments. Assignor hereby covenants to Assignee that Assignor will promptly execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver (or cause the execution and delivery by third parties of) such other documents, certifications, consents and further assurances as Assignee may reasonably require in order to vest more effectively in Assignee, or to put Assignee more fully in possession of, the Assigned Intellectual Property, and as necessary or desirable to assist and enable Assignee to obtain, secure, perfect, and protect Assignee's

ownership and enjoyment of the Assigned Intellectual Property, worldwide, including but not limited to execution of any patent, trademark, and/or copyright assignment documents.

3. Governing Law. The laws of the State of Illinois shall govern the interpretation of this Agreement without regard to conflict of law principles.

4. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their respective authorized officers as of the date set forth above.

SOVEREIGN SPECIALTY CHEMICALS, INC.

By: Patrick W. Stutz  
Its: 1st Secretary

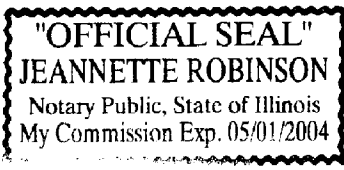
SOVEREIGN HOLDINGS, LLC

By: Lawrence R. Stutz  
Its: Vice President

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF )

BEFORE ME, the undersigned authority, on this 17 day of may  
2002, personally appeared Agent PATRICK STANTON known to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged to me that he executed the  
same of his own free will for the purposes and consideration therein expressed.

[seal]

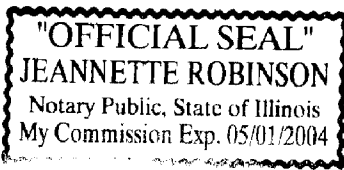


Jeannette Robinson  
Notary Public

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF )

BEFORE ME, the undersigned authority, on this 17 day of may  
2002, personally appeared Agent LOUIS PACE known to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged to me that he executed the  
same of his own free will for the purposes and consideration therein expressed.

[seal]



Jeannette Robinson  
Notary Public



**EXHIBIT 2**  
**DOMAIN NAMES**

<http://www.sovereignsc.com>