

07-08-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings

102146838

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):

SCOTTAL, LLC
(Assignee, Reel 2112, frame 11)

6.28.02

- Individual(s)
- General Partnership
- Corporation-State
- Other OHIO LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 06/21/02

2. Name and address of receiving party(ies)

Name: FLEX TRIM CALIFORNIA, INC.

Internal Address: P.O. Box 2260

Street Address: 210 East Citrus Avenue

City: Redlands State: CA Zip: 92373

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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) 2,110,011

Additional number(s) attached Yes No

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

Name: Levin & Hawes LLP

Internal Address: 2156.500.001

Street Address: 384 Forest Ave., Suite 13

City: Laguna Beach State: CA Zip: 92651

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:

DO NOT USE THIS SPACE

9. Signature
07/08/2002 LWELLER 00000037 2110011

Philip H. Haymond Reg. No. 38,177
Name of Person Signing

Philip H. Haymond
Signature

June 28, 2002
Date

Total number of pages including cover sheet, attachments, and document: 4

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

ORIGINAL

TRADEMARK
REEL: 002538 FRAME: 0449

ASSIGNMENT

Whereas, Flex Trim California, Inc., is a corporation organized under the laws of the state of California ("Flex-Trim"), and is the owner either directly or through exclusive license of common law rights to the FLEX TRIM trademark for flexible moldings and related products; and

Whereas Flex-Trim or its predecessors has used the FLEX TRIM mark for flexible moldings since as early as 1987 and has continuously used the trademark since then, thereby accruing common law rights to the mark, although assignee makes no warranties pertaining to these common law rights; and

Whereas Scottal LLC is a domestic limited liability company organized under the laws of the state of Ohio and Magic American Corporation is organized under the laws of the state of Ohio, (collectively "Scottal/M.A.") and is associated with Scottal LLC by common interests; and

Whereas Scottal LLC represents that it purchased for valuable consideration the goodwill associated with the trademark FLEX TRIM for caulking compounds and also purchased all rights to federal trademark registration number 2,110,011 for the trademark FLEX TRIM, for caulking compounds in International Class 017, assigned to Scottal LLC by Myro Incorporated, now believed dissolved and having a last known business address of 8440 North 87th Street Milwaukee, WI 53224; and, further, that this Assignment was recorded with the United States Patent and Trademark Office as the recordation located at Reel 2112, Frame 11.

Whereas the Magic American Corporation is selling one or more caulking products for caulking home plumbing fixtures under the brand name FLEX TRIM, under explicit or implied license from Scottal LLC; and

Whereas a dispute has arisen between Flex-Trim and Scottal/M.A. pertaining to use of the FLEX TRIM trademark by Scottal/M.A. adverse to the trademark rights of Flex-Trim and the parties wish to settle their dispute in an amicable and mutually satisfactory manner:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Scottal/M.A. and each of them hereby sells, assigns, and transfers to Flex-Trim, its successors, legal representatives and assigns, the entire right, title and interest in and to the goodwill associated with the FLEX TRIM mark and further assigns the federal trademark registration number 2,110,011 for the mark FLEX TRIM. Scottal/M.A. further agrees to communicate to Flex-Trim all facts respecting ownership and use of the FLEX TRIM trademark, to cooperate in the perfection by Flex-Trim of rights in registration number 2,110,011, to testify in any legal proceeding, sign all lawful papers, make all rightful oaths, to aid Flex-Trim in obtaining and enforcing proper trademark protection respecting the above-recited trademark, federal trademark registration, and associated goodwill. Scottal/M.A. specifically agrees to cooperate with Flex-Trim, if needed, to record the instant assignment with the United States Patent and Trademark Office and earlier assignments, if need be, provided that all costs for any such cooperation are solely at the expense of Flex-Trim.

TRADEMARK

REEL: 002538 FRAME: 0450

2. Subject to the provisions of paragraph 3 below, Scottal/M.A. agrees to cease use of the FLEX TRIM trademark and to refrain from using all marks and names likely to be confused with the FLEX TRIM trademark in connection with any products sold by them, their successors, agents, legal representatives and assigns, except by express written permission and license of Flex-Trim. Scottal/M.A. recognizes the value of the goodwill associated with the assigned mark and Scottal/M.A. agrees never to contest the rights of Flex-Trim in such assigned mark. Except as otherwise set forth in this agreement Scottal/M.A. shall not at any time apply for any registration of any copyright, trademark or other designation which would affect the ownership of Flex-Trim's assigned mark nor file any document with any governmental authority, or to take any action which would affect the ownership of Flex-Trim's assigned mark, or assist anyone else in doing so. Scottal/M.A. further agrees that it shall not at any time use or authorize the use of any configuration, trademark, trade name or other designation confusingly similar to Flex-Trim's name, or the assigned mark. Nothing in this Agreement shall prevent Scottal/M.A. from adopting, using and/or registering trademarks, trade names and product descriptions that employ the words "flex," "flexible," or "trim" so long as the result is not confusingly similar to the "Flex Trim" mark, it being understood that Scottal/M.A. already utilizes marks such as "Sealer Trim" and that many of the products sold by Scottal/M.A. are flexible.

3. Scottal/M.A. may continue to sell and distribute only its existing inventory of products bearing the FLEX TRIM mark, which are "Myro Flex Trim Fixture Caulk" and the "Myro Flex Trim Tub Surround Caulk" products. Flex-Trim has appraised Scottal/M.A.'s Myro Fixture Caulk" and the "Myro Tub Surround Caulk" products and hereby deems them of sufficient quality to be sold in connection with Flex-Trim's FLEX TRIM mark, and license is therefore now given to sell the existing inventory of these products, but no other products that have not been first approved by Flex-Trim. In no event will Scottal/M.A. sell any products bearing the FLEX TRIM trademark, or any other confusingly similar designation after January 1, 2003 without the express, written permission and license of Flex-Trim.

4. Flex-Trim agrees that it will not produce or distribute, for a period of sixty months from the effective date of this agreement, any products for use with home bathroom fixtures that consist of an adhesive applied to a solid plastic covering, such as the "Myro Flex Trim Fixture Caulk" and the "Myro Flex Trim Tub Surround Caulk" products currently sold by Scottal/M.A.

5. This Assignment does not otherwise prohibit, limit or otherwise affect Flex-Trim's rights to sell caulking materials in connection with the FLEX TRIM mark.

6. Flex-Trim represents that it has full right, power and authority to enter into this agreement and to perform all of its obligations hereunder, and that its signatory is duly authorized to do so.

7. Scottal/M.A. represents that it has full right, power and authority to enter into this agreement and to perform all of its obligations hereunder, and that its signatory is duly authorized to do so.

8. This agreement contains the entire understanding of the parties concerning its subject matter, and shall not be waived, altered, amended, rescinded, in whole or in part, except by a written instrument signed by the parties.

9. This agreement shall be governed by and interpreted in accordance with the laws of the State of California and the parties hereby stipulate to jurisdiction over their persons with respect to disputes over this agreement be within the State of California.

10. All terms and provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by the parties and their respective officers, agents, subsidiaries, affiliates, administrators, executors, legal representatives, heirs, successors and assigns, and exclusive licensees.

11. If any provision of this agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, in whole or in part, such provision shall be deemed omitted, and the remainder thereof shall not be invalidated thereby, and shall be given full force and effect so far as possible.

12. Scottal/M.A. shall, without limitation, execute and deliver to Flex-Trim in such form as it may reasonably request, all instruments necessary to (i) effectuate trademark protection, (ii) record Flex-Trim as a registered user of any trademarks pursuant to this Agreement, or (iii) cancel any such registration. Such registration or recordation shall be handled by attorneys selected or approved by Flex-Trim, with any costs associated with this paragraph at the expense of Flex-Trim.

13. Scottal/M.A. shall cooperate with Flex-Trim if need be, at Flex-Trim's request and expense, in the enforcement of Flex-Trim's rights in the assigned mark (including all intellectual property rights, whether recognized currently or in the future).

14. This agreement may be signed in counterparts when such counterparts are signed and exchanged between Scottal/M.A. and Flex-Trim, each shall send a signed original to the other. An entire original agreement shall consist of all terms plus the ink-signed signatures of all parties.

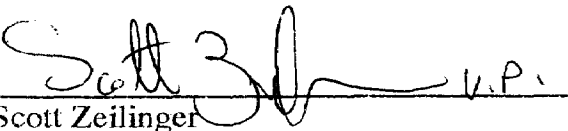
15. No numbering, paragraph headings or other titles herein shall affect the interpretation of this agreement.

16. This agreement represents a bargained for exchange among the parties hereto, and shall not be construed for or against any party as the drafter of this agreement.

17. The effective date of this agreement is the latter of the dates of execution by signature.

IN WITNESS WHEREOF, the parties have executed this Assignment by affixing their respective signatures below and dating same.

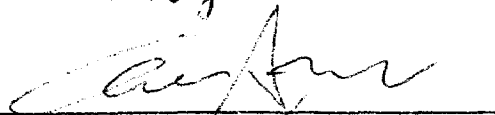
Dated: *June 21, 2002*


By: Scott Zeilinger

{Title}: *Vice President*
Scottal LLC

Magic American Corporation
{Title}: *Vice President*

Dated: *May 26, 2002* (P)


By: Allen Jones, President
Flex Trim California, Inc.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Mark: FLEX-TRIM

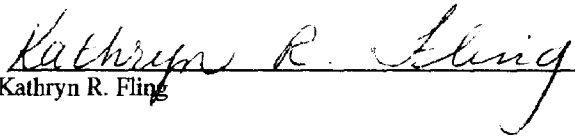
Registration Number: 2,110,011

Registration Date: October 28, 1997

Attorney Docket: 2156.500.001

Certification Under 37 CFR 1.10

I hereby certify that this paper and any documents referred to as enclosed or attached are being deposited with the United States Postal Service on this 28th day of June 2002 in an envelope as "Express Mail Post Office to Addressee" Mailing Label Number EV140293319US addressed to the: Box Assignments FEE, Assistant Commissioner for Patents & Trademarks, Washington, DC 20231.


Kathryn R. Fling

Box PCT FEE
Hon. Assistant Commissioner for Patents
Washington, DC 20231

Transmittal ~ Recordation of Assignment of Trademark Registration

Dear Sir:

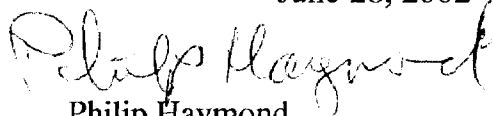
Enclosed herewith for filing in connection with the above-captioned trademark registration are:

- 1) An original and two true copies of an assignment of the above captioned trademark, each assignment having a cover sheet (PTO-1594).
- 2) Check number 5701 in the amount of \$40.00 for the fee for recordation.
- 3) A stamped, self-addressed postcard.

Please mail the attached stamped, self-addressed postcard to acknowledge receipt.

Respectfully submitted,

June 28, 2002


Philip Haymond
Reg. # 38,177

Levin and Hawes, LLP
384 Forest Ave., Suite 13
Laguna Beach, California 92651
(949) 497-7676
Fax: (949) 497-7679

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
SCOTTAL, LLC
(Assignee, Reel 2112, frame 11)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other OHIO LIMITED LIABILITY COMPANY

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

2. Name and address of receiving party(ies)
Name: FLEX TRIM CALIFORNIA, INC.
Internal Address: P.O. Box 2260
Street Address: 210 East Citrus Avenue
City: Redlands State: CA Zip: 92373

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 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: 06/21/02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,110,011

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Levin & Hawes LLP
Internal Address: 2156.500.001

Street Address: 384 Forest Ave., Suite 13

City: Laguna Beach State: CA Zip: 92651

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:

DO NOT USE THIS SPACE

9. Signature.

Philip H. Haymond Reg. No. 38,177 *Philip H. Haymond* June 28, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

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

COPY

ASSIGNMENT

Whereas, Flex Trim California, Inc., is a corporation organized under the laws of the state of California ("Flex-Trim"), and is the owner either directly or through exclusive license of common law rights to the FLEX TRIM trademark for flexible moldings and related products; and

Whereas Flex-Trim or its predecessors has used the FLEX TRIM mark for flexible moldings since as early as 1987 and has continuously used the trademark since then, thereby accruing common law rights to the mark, although assignee makes no warranties pertaining to these common law rights; and

Whereas Scottal LLC is a domestic limited liability company organized under the laws of the state of Ohio and Magic American Corporation is organized under the laws of the state of Ohio, (collectively "Scottal/M.A.") and is associated with Scottal LLC by common interests; and

Whereas Scottal LLC represents that it purchased for valuable consideration the goodwill associated with the trademark FLEX TRIM for caulking compounds and also purchased all rights to federal trademark registration number 2,110,011 for the trademark FLEX TRIM, for caulking compounds in International Class 017, assigned to Scottal LLC by Myro Incorporated, now believed dissolved and having a last known business address of 8440 North 87th Street Milwaukee, WI 53224; and, further, that this Assignment was recorded with the United States Patent and Trademark Office as the recordation located at Reel 2112, Frame 11.

Whereas the Magic American Corporation is selling one or more caulking products for caulking home plumbing fixtures under the brand name FLEX TRIM, under explicit or implied license from Scottal LLC; and

Whereas a dispute has arisen between Flex-Trim and Scottal/M.A. pertaining to use of the FLEX TRIM trademark by Scottal/M.A. adverse to the trademark rights of Flex-Trim and the parties wish to settle their dispute in an amicable and mutually satisfactory manner:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Scottal/M.A. and each of them hereby sells, assigns, and transfers to Flex-Trim, its successors, legal representatives and assigns, the entire right, title and interest in and to the goodwill associated with the FLEX TRIM mark and further assigns the federal trademark registration number 2,110,011 for the mark FLEX TRIM. Scottal/M.A. further agrees to communicate to Flex-Trim all facts respecting ownership and use of the FLEX TRIM trademark, to cooperate in the perfection by Flex-Trim of rights in registration number 2,110,011, to testify in any legal proceeding, sign all lawful papers, make all rightful oaths, to aid Flex-Trim in obtaining and enforcing proper trademark protection respecting the above-recited trademark, federal trademark registration, and associated goodwill. Scottal/M.A. specifically agrees to cooperate with Flex-Trim, if needed, to record the instant assignment with the United States Patent and Trademark Office and earlier assignments, if need be, provided that all costs for any such cooperation are solely at the expense of Flex-Trim.

TRADEMARK

REEL: 002538 FRAME: 0455

2. Subject to the provisions of paragraph 3 below, Scottal/M.A. agrees to cease use of the FLEX TRIM trademark and to refrain from using all marks and names likely to be confused with the FLEX TRIM trademark in connection with any products sold by them, their successors, agents, legal representatives and assigns, except by express written permission and license of Flex-Trim. Scottal/M.A. recognizes the value of the goodwill associated with the assigned mark and Scottal/M.A. agrees never to contest the rights of Flex-Trim in such assigned mark. Except as otherwise set forth in this agreement Scottal/M.A. shall not at any time apply for any registration of any copyright, trademark or other designation which would affect the ownership of Flex-Trim's assigned mark nor file any document with any governmental authority, or to take any action which would affect the ownership of Flex-Trim's assigned mark, or assist anyone else in doing so. Scottal/M.A. further agrees that it shall not at any time use or authorize the use of any configuration, trademark, trade name or other designation confusingly similar to Flex-Trim's name, or the assigned mark. Nothing in this Agreement shall prevent Scottal/M.A. from adopting, using and/or registering trademarks, trade names and product descriptions that employ the words "flex," "flexible," or "trim" so long as the result is not confusingly similar to the "Flex Trim" mark, it being understood that Scottal/M.A. already utilizes marks such as "Sealer Trim" and that many of the products sold by Scottal/M.A. are flexible.

3. Scottal/M.A. may continue to sell and distribute only its existing inventory of products bearing the FLEX TRIM mark, which are "Myro Flex Trim Fixture Caulk" and the "Myro Flex Trim Tub Surround Caulk" products. Flex-Trim has appraised Scottal/M.A.'s Myro Fixture Caulk" and the "Myro Tub Surround Caulk" products and hereby deems them of sufficient quality to be sold in connection with Flex-Trim's FLEX TRIM mark, and license is therefore now given to sell the existing inventory of these products, but no other products that have not been first approved by Flex-Trim. In no event will Scottal/M.A. sell any products bearing the FLEX TRIM trademark, or any other confusingly similar designation after January 1, 2003 without the express, written permission and license of Flex-Trim.

4. Flex-Trim agrees that it will not produce or distribute, for a period of sixty months from the effective date of this agreement, any products for use with home bathroom fixtures that consist of an adhesive applied to a solid plastic covering, such as the "Myro Flex Trim Fixture Caulk" and the "Myro Flex Trim Tub Surround Caulk" products currently sold by Scottal/M.A.

5. This Assignment does not otherwise prohibit, limit or otherwise affect Flex-Trim's rights to sell caulking materials in connection with the FLEX TRIM mark.

6. Flex-Trim represents that it has full right, power and authority to enter into this agreement and to perform all of its obligations hereunder, and that its signatory is duly authorized to do so.

7. Scottal/M.A. represents that it has full right, power and authority to enter into this agreement and to perform all of its obligations hereunder, and that its signatory is duly authorized to do so.

8. This agreement contains the entire understanding of the parties concerning its subject matter, and shall not be waived, altered, amended, rescinded, in whole or in part, except by a written instrument signed by the parties.

9. This agreement shall be governed by and interpreted in accordance with the laws of the State of California and the parties hereby stipulate to jurisdiction over their persons with respect to disputes over this agreement be within the State of California.

10. All terms and provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by the parties and their respective officers, agents, subsidiaries, affiliates, administrators, executors, legal representatives, heirs, successors and assigns, and exclusive licensees.

11. If any provision of this agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, in whole or in part, such provision shall be deemed omitted, and the remainder thereof shall not be invalidated thereby, and shall be given full force and effect so far as possible.

12. Scottal/M.A. shall, without limitation, execute and deliver to Flex-Trim in such form as it may reasonably request, all instruments necessary to (i) effectuate trademark protection, (ii) record Flex-Trim as a registered user of any trademarks pursuant to this Agreement, or (iii) cancel any such registration. Such registration or recordation shall be handled by attorneys selected or approved by Flex-Trim, with any costs associated with this paragraph at the expense of Flex-Trim.

13. Scottal/M.A. shall cooperate with Flex-Trim if need be, at Flex-Trim's request and expense, in the enforcement of Flex-Trim's rights in the assigned mark (including all intellectual property rights, whether recognized currently or in the future).

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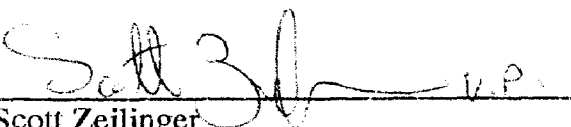
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16. This agreement represents a bargained for exchange among the parties hereto, and shall not be construed for or against any party as the drafter of this agreement.

17. The effective date of this agreement is the latter of the dates of execution by signature.

IN WITNESS WHEREOF, the parties have executed this Assignment by affixing their respective signatures below and dating same.

Dated: *June 21, 2002*


By: Scott Zeilinger

{Title}: *Vice President*

Scottal LLC

Magic American Corporation

{Title}: *Vice President*

Dated: *May 26, 2002* (7)


By: Allen Jones, President

Flex Trim California, Inc.

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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- Other _____
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Internal Address: P.O. Box 2260

Street Address: 210 East Citrus Avenue

City: Redlands State: CA Zip: 92373

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(Designations must be a separate document from assignment)
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7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Philip H. Haymond Reg. No. 38,177
Name of Person Signing

Philip H. Haymond
Signature

June 28, 2002
Date

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

4

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

COPY

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1. Scottal/M.A. and each of them hereby sells, assigns, and transfers to Flex-Trim, its successors, legal representatives and assigns, the entire right, title and interest in and to the goodwill associated with the FLEX TRIM mark and further assigns the federal trademark registration number 2,110,011 for the mark FLEX TRIM. Scottal/M.A. further agrees to communicate to Flex-Trim all facts respecting ownership and use of the FLEX TRIM trademark, to cooperate in the perfection by Flex-Trim of rights in registration number 2,110,011, to testify in any legal proceeding, sign all lawful papers, make all rightful oaths, to aid Flex-Trim in obtaining and enforcing proper trademark protection respecting the above-recited trademark, federal trademark registration, and associated goodwill. Scottal/M.A. specifically agrees to cooperate with Flex-Trim, if needed, to record the instant assignment with the United States Patent and Trademark Office and earlier assignments, if need be, provided that all costs for any such cooperation are solely at the expense of Flex-Trim.

2. Subject to the provisions of paragraph 3 below, Scottal/M.A. agrees to cease use of the FLEX TRIM trademark and to refrain from using all marks and names likely to be confused with the FLEX TRIM trademark in connection with any products sold by them, their successors, agents, legal representatives and assigns, except by express written permission and license of Flex-Trim. Scottal/M.A. recognizes the value of the goodwill associated with the assigned mark and Scottal/M.A. agrees never to contest the rights of Flex-Trim in such assigned mark. Except as otherwise set forth in this agreement Scottal/M.A. shall not at any time apply for any registration of any copyright, trademark or other designation which would affect the ownership of Flex-Trim's assigned mark nor file any document with any governmental authority, or to take any action which would affect the ownership of Flex-Trim's assigned mark, or assist anyone else in doing so. Scottal/M.A. further agrees that it shall not at any time use or authorize the use of any configuration, trademark, trade name or other designation confusingly similar to Flex-Trim's name, or the assigned mark. Nothing in this Agreement shall prevent Scottal/M.A. from adopting, using and/or registering trademarks, trade names and product descriptions that employ the words "flex," "flexible," or "trim" so long as the result is not confusingly similar to the "Flex Trim" mark, it being understood that Scottal/M.A. already utilizes marks such as "Sealer Trim" and that many of the products sold by Scottal/M.A. are flexible.

3. Scottal/M.A. may continue to sell and distribute only its existing inventory of products bearing the FLEX TRIM mark, which are "Myro Flex Trim Fixture Caulk" and the "Myro Flex Trim Tub Surround Caulk" products. Flex-Trim has appraised Scottal/M.A.'s "Myro Flex Trim Fixture Caulk" and the "Myro Tub Surround Caulk" products and hereby deems them of sufficient quality to be sold in connection with Flex-Trim's FLEX TRIM mark, and license is therefore now given to sell the existing inventory of these products, but no other products that have not been first approved by Flex-Trim. In no event will Scottal/M.A. sell any products bearing the FLEX TRIM trademark, or any other confusingly similar designation after January 1, 2003 without the express, written permission and license of Flex-Trim.

4. Flex-Trim agrees that it will not produce or distribute, for a period of sixty months from the effective date of this agreement, any products for use with home bathroom fixtures that consist of an adhesive applied to a solid plastic covering, such as the "Myro Flex Trim Fixture Caulk" and the "Myro Flex Trim Tub Surround Caulk" products currently sold by Scottal/M.A.

5. This Assignment does not otherwise prohibit, limit or otherwise affect Flex-Trim's rights to sell caulking materials in connection with the FLEX TRIM mark.

6. Flex-Trim represents that it has full right, power and authority to enter into this agreement and to perform all of its obligations hereunder, and that its signatory is duly authorized to do so.

7. Scottal/M.A. represents that it has full right, power and authority to enter into this agreement and to perform all of its obligations hereunder, and that its signatory is duly authorized to do so.

8. This agreement contains the entire understanding of the parties concerning its subject matter, and shall not be waived, altered, amended, rescinded, in whole or in part, except by a written instrument signed by the parties.

9. This agreement shall be governed by and interpreted in accordance with the laws of the State of California and the parties hereby stipulate to jurisdiction over their persons with respect to disputes over this agreement be within the State of California.

10. All terms and provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by the parties and their respective officers, agents, subsidiaries, affiliates, administrators, executors, legal representatives, heirs, successors and assigns, and exclusive licensees.

11. If any provision of this agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, in whole or in part, such provision shall be deemed omitted, and the remainder thereof shall not be invalidated thereby, and shall be given full force and effect so far as possible.

12. Scottal/M.A. shall, without limitation, execute and deliver to Flex-Trim in such form as it may reasonably request, all instruments necessary to (i) effectuate trademark protection, (ii) record Flex-Trim as a registered user of any trademarks pursuant to this Agreement, or (iii) cancel any such registration. Such registration or recordation shall be handled by attorneys selected or approved by Flex-Trim, with any costs associated with this paragraph at the expense of Flex-Trim.

13. Scottal/M.A. shall cooperate with Flex-Trim if need be, at Flex-Trim's request and expense, in the enforcement of Flex-Trim's rights in the assigned mark (including all intellectual property rights, whether recognized currently or in the future).

14. This agreement may be signed in counterparts when such counterparts are signed and exchanged between Scottal/M.A. and Flex-Trim, each shall send a signed original to the other. An entire original agreement shall consist of all terms plus the ink-signed signatures of all parties.

15. No numbering, paragraph headings or other titles herein shall affect the interpretation of this agreement.

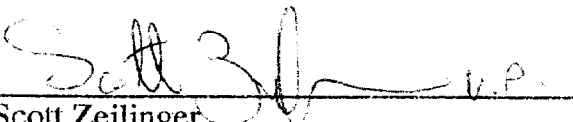
16. This agreement represents a bargained for exchange among the parties hereto, and shall not be construed for or against any party as the drafter of this agreement.

17. The effective date of this agreement is the latter of the dates of execution by signature.

IN WITNESS WHEREOF, the parties have executed this Assignment by affixing their respective signatures below and dating same.

Dated: *June 21, 2002*

Dated: *May 26, 2002* ©


 By: Scott Zeilinger


 By: Allen Jones, President

{Title}: *Vice President*
 Scottal LLC
 Magic American Corporation
 {Title}: *Vice President*

Flex Trim California, Inc.