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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Frank S. Welles

07/17/02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- 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: 07/02/02

2. Name and address of receiving party(ies)

Name: M & M Manufacturing, LLC
Internal Address: _____
Address: _____

Street Address: 120 Northgate Plaza
City: Morrisville State: VT Zip: 05602

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Vermont

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) 1,643,302;
1,700,074 and 1,583,199

Additional number(s) attached Yes No

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

Name: Susan Freya Olive

Internal Address: Olive & Olive, P.A.
Post Office Box 2049
Durham, NC 27702

Street Address: 500 Memorial Street

City: Durham State: NC Zip: 27701

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

15-0490

DO NOT USE THIS SPACE

9. Signature.

Vedia Jones-Richardson
Name of Person Signing

Vedia Jones-Richardson
Signature

July 10, 2002
Date

Total number of pages including cover sheet, attachments, and document: 9

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

07/18/2002 LMUELLER 00000155 150490 1643302

01 FC:481
02 FC:482

50.00 CH

40.00 OP

RECORDS SECTION
JUL 17 10 13 AM '02

ASSIGNMENT AGREEMENT

For good and valuable consideration, receipt of which is herewith acknowledged, Frank S. Welles, an individual doing business as ("d/b/a") Sutherland Welles Ltd., with offices at P. O. Box 1387, Morrisville, VT 05661 (hereafter referred to as "Assignor"), does hereby transfer, assign, and convey to M & M Manufacturing, LLC., a Vermont Limited Liability Company, with offices at 120 Northgate Plaza, Morrisville, VT 05602 (hereafter referred to as "Assignee"), any and all of Assignor's right, title and interest in and to the artwork, trademarks and trade secrets described as follows (collectively, the "Intellectual Property Rights"):

Artwork

All rights owned by Frank S. Welles, d/b/a Sutherland Welles Ltd. in the six graphic designs attached hereto as Exhibit "A"

Trademarks

SUTHERLAND WELLES LTD. (U.S. Registration No. 1,700,074)
SUTHERLAND WELLES LTD. and Design (U.S. Registration No. 1,643,302)
LOC-LAMIN (former U.S. Registration No. 1,583,199 now expired)
DI-CITRUSOL (unregistered)

Trade Secrets

Formulations incorporated into products presently produced by Frank S. Welles, d/b/a Sutherland Welles Ltd, a list of which is attached hereto as Exhibit "B"

The above-described rights are transferred together with the goodwill of the business symbolized by the trademarks and include all rights, including the entire copyright in each of the works, products, trademarks, and trade secrets, and any and all moral rights therein (including but not limited to all rights of attribution, integrity, and any and all other statutory rights), both within the United States and throughout the world, and all rights to sue for past, present or future infringement of all rights assigned under this agreement.

Assignor agrees upon request by Assignee to execute any documents and do any lawful act deemed reasonably necessary by Assignee to record or protect the rights assigned to Assignee under this agreement, without further payment beyond reimbursement of any expenses necessarily incurred in complying with the request.

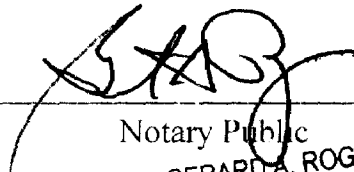
Signed this 2nd day of July, 2002



Frank S. Welles, Assignor

STATE OF NEW YORK
COUNTY OF ROCKLAND

Subscribed and sworn to before me this 3RD day of July, 2002



Notary Public
GERARD A. ROGERS
Notary Public, State of New York
No. 5015654
Qualified in Rockland County
Commission Expires July 26, 2005

My commission expires: 7/26/02

		B
40	ITEM	
41	POLYMERIZED TUNG OIL SEALER	
42	POLYMERIZED TUNG OIL LOW LUSTRE	
43	POLYMERIZED TUNG OIL MEDIUM LUSTRE	
44	POLYMERIZED TUNG OIL HIGH LUSTRE	
45	WIPING VARNISH SEALER	
46	WIPING VARNISH LOW LUSTRE	
47	WIPING VARNISH MEDIUM LUSTRE	
48	WIPING VARNISH HIGH LUSTRE	
49	BOTANICAL POLYMERIZED TUNG OIL SEALER	
50	BOTANICAL POLYMERIZED TUNG OIL LOW LUSTRE	
51	BOTANICAL POLYMERIZED TUNG OIL MEDIUM LUSTRE	
52	BOTANICAL POLYMERIZED TUNG OIL HIGH LUSTRE	
53	MILLIE'S ALL PURPOSE PENETRATING TUNG OIL	
54	MURDOCH'S URALKYD 500 FLOOR FINISH - GLOSS	
55	MURDOCH'S URALKYD 500 FLOOR FINISH - MATTE	
56	MURDOCH'S URALKYD 500 FLOOR FINISH - SATIN	
57	MURDOCH'S TABLE TOP GLOSS	
58	MURDOCH'S TABLE TOP SATIN	
59	MURDOCH'S HARD OIL	
60	MURDOCH'S WIPING OIL	
61	MURDOCH'S HARD SEALER	
62	EXTERIOR POLYMERIZED TUNG OIL SEALER	
63	EXTERIOR POLYMERIZED TUNG OIL MEDIUM LUSTRE	
64	EXTERIOR BOTANICAL POLYMERIZED TUNG OIL SEALER	
65	EXTERIOR BOTANICAL POLYMERIZED TUNG OIL MEDIUM LUSTRE	
66	MARINE SPAR VARNISH	
67	CONCENTRATED POLYMERIZED TUNG OIL STAIN - 10 COLORS	
68	BOTANICAL POLYMERIZED TUNG OIL WOOD CARE	
69	POLYMERIZED TUNG OIL CLEANER	
70	CITRUS THINNER	
71	DI-CITRUSOL	
72	RESTORER	
73	POLYMERIZED TUNG OIL WOOD CARE	

* Antigua Maple
 Cherry
 Ebony
 light Heartpine
 Dark Heartpine
 light Oak
 Medium Oak
 Dark Oak
 Mahogany
 Walnut
 Warm Pine

