

10-02-2002

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



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

Tab settings

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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):

BPU Reynolds, Inc.

9-25-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- 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: 08012001

2. Name and address of receiving party(ies)

Name: Sherwin Alumina, L.P.

Internal Address:

Street Address: Highway 361

City: Gregory State: TX Zip: 78359

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership TEXAS
- Corporation-State
- 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)

76243223

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

Name: Anita Clavell

Internal Address:

Street Address: 1545 Peachtree Street, NE, S700

City: Atlanta State: GA Zip: 30309

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:

(Attach duplicate copy of this page if paying by deposit account)

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FINANCE SECTION

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.

W. Clayton Sparrow, Jr.

Name of Person Signing

*W. Clayton Sparrow, Jr.*  
Signature

Oct 14 2001  
Date

3

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

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

10/01/2002 DBYRNE  
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**ASSIGNMENT OF TRADEMARK  
AND TRADEMARK APPLICATION**

**WHEREAS**, BPU REYNOLDS, INC. ("Assignor"), has filed for registration of the below-described mark ("Mark"),

**RC-1          S/N 76243223**

which Mark is now the subject of a pending trademark application in the United States Patent and Trademark Office (the "Application");

**WHEREAS**, SHERWIN ALUMINA, L.P. ("Assignee") desires to acquire the entire right, title, and interest in and to the Mark and the Application;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee Assignor's entire right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, and its interest in and to the Application. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to assign the Application in full to Assignee and to issue the Certificate of Registration for the mark in the name of Assignee. Assignor represents and warrants that all of its right, title and interest in and to the Mark and the Application are and will be good, indefeasible, and free and clear of all claims or encumbrances of any nature or kind whatsoever, including, without limitation, claims that the Mark has already been transferred or assigned to another party or otherwise infringes the intellectual property rights of a third party (together, "Claims"). Assignor shall defend and hold Assignee, and its successors

ATI 32047167v1


**TRADEMARK  
REEL: 002592 FRAME: 0077**

and assigns, harmless from, for or against any loss, damage or deficiency arising out of, or resulting from, any such Claims.

IN WITNESS THEREOF, Assignor has duly executed this assignment as of the 1<sup>st</sup> day of August, 2001.

**ASSIGNOR:**

**BPU REYNOLDS, INC.**

By:   
**Lewis A. Patterson III, President**

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