

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
Koch Enterprises, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Kansas
 Other _____

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

2. Name and address of receiving party(ies)
Name: KMC Enterprises, Inc.
Internal Address: _____
Street Address: 4111 East 37th Street North
City: Wichita State: Kansas Zip: 67220

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: January 2, 2002

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

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,453,737 2,256,735 2,286,631
2,289,590

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan J. Wharton
Internal Address: Stinson Morrison Hecker LLP
Street Address: 1201 Walnut, Suite 2800
City: Kansas City State: Missouri Zip: 64106-2150


6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
19-4409
(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.

Susan J. Wharton  2/3/03
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 Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Assignment and Assumption Agreement

As of the effective date of this Agreement (the "Effective Date") set forth below, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and pursuant to Assignor's plan of liquidation dated as of January 1, 2002 and the subsequent direction of Assignor's sole shareholder:

1. **Assignment.** Assignor hereby irrevocably assigns and transfers to Assignee, successors and assigns (i) all of Assignor's right, title and interest in and to the assets described on Exhibit A attached hereto (the "Assets") and (ii) all of the liabilities, duties, terms, conditions, and covenants that Assignor is obligated to perform, discharge or otherwise satisfy under and in respect of the Assets or that are otherwise specified on Exhibit A (the "Liabilities"), including without limitation all Liabilities existing as of the Effective Date, whether known or unknown, contingent or liquidated and arising in the future, and regardless of whether the Liabilities arise (i) from conditions or events occurring prior to or after the Effective Date, (ii) from the acts or omissions of Assignor, whether due to the negligence or other legal fault of the Assignor, or (iii) from the application of strict liability to the Assignor as the owner, lessee or operator of the Assets.

2. **Assumption.** Assignee hereby accepts all right, title and interest of Assignor in and to the Assets and assumes full and complete responsibility to promptly perform, satisfy and discharge the Liabilities.

3. **Consents; Further Assurances; Governing Law.** The parties shall use their best efforts to obtain any third-party consents or approvals required to transfer the Assets and the Liabilities. The parties shall promptly take such further actions and execute such further documents as may be reasonably necessary or appropriate to carry out this Agreement. The parties hereby waive application of any bulk transfer laws as may be contained in the Uniform Commercial Code or included as part of any other statute as presently adopted in each of the states where the Assets are located. This Agreement shall be governed by and interpreted under the laws of the State of Kansas without regard to conflicts of laws principles.

"Assignor"

Koch Enterprises, Inc.

By: Julie Brehm
Name: Julie Brehm
Title: President

"Assignee"

KMC Enterprises, Inc.

By: Jeff Siebels *RAH*
Name: Jeff Siebels
Title: Vice President

Effective as of: January 2, 2002, at 10:00 a.m. CST

Exhibit A to the Assignment and Assumption Agreement

Assignor

Koch Enterprises, Inc.

Assignee

KMC Enterprises, Inc.

Assets to be Assigned

All of Assignor's right, title and interest in the intellectual property rights and assets identified on Schedule I attached hereto.

Date of Assignment

January 2, 2002 at 10:00 a.m. CST.

SCHEDULE
 ASSIGNMENT OF TRADEMARKS FROM KOCH ENTERPRISES, INC. TO KMC ENTERPRISES, INC.

TRADEMARK NAME	CLASS	STATE	REG. NO.	ASSIGNOR	ASSIGNEE	STATUS	DATE	EXPIRES
ELASTI-PATCH +	UNITED STATES	75623929	2453737	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	1/20/1999	5/22/2001
ELASTI-PATCH + & LOGO	UNITED STATES	75415468	2256735	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	1/8/1998	6/29/1999
KOCH WATERPROOFING SOLUTIONS	UNITED STATES	75454547	2286661	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	3/23/1998	10/21/1999
KOCH WATERPROOFING SOLUTIONS & LOGO	UNITED STATES	75455245	2289390	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	3/23/1998	10/26/1998
R-347	UNITED STATES	379439	1254551	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	8/11/1982	10/18/1983
RUB-R-MAT	UNITED STATES	526475	1360570	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	3/8/1985	9/17/1985
SANDFLEX	UNITED STATES	270543	857341	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	5/31/1967	9/24/1968
TRAK SEAL	UNITED STATES	538686	1383390	KOCH ENTERPRISES, INC.	KMC ENTERPRISES, INC.	GRANTED	5/20/1985	2/18/1986
STYLINK	BRAZIL	824025547		KOCH INDUSTRIES, INC.	KOCH MATERIALS COMPANY	PENDING	6/20/2001	
TRIANGLE/ROAD DESIGN	BRAZIL	824025636		KOCH INDUSTRIES, INC.	KOCH MATERIALS COMPANY	PENDING	6/20/2001	