

10-31-2002

TRADEMARK



Docket No. 187330-479

IN THE 102267563 TRADEMARK OFFICE

Registrant: Dyrotech Industries, Inc.

Registration Nos.:	<del>1,818,967</del>	<del>1,947,225</del>
	1,818,968	1,991,835
	1,871,920	1,858,169

10-23-02

Registration Dates:	February 1, 1994	January 9, 1996
	February 1, 1994	August 6, 1996
	January 3, 1995	October 11, 1994

Marks:	CLAD FOAM	EN COR
	CLAD TUFF	LUSTRA
	CLAD TUFF FRP	SOUND OFF

ASSIGNMENT RECORDATION FORM

COMMISSIONER OF PATENTS AND TRADEMARKS  
BOX ASSIGNMENTS  
Washington, D.C. 20231

FINANCE SECTION  
OCT 23 11 00 06  
RECEIVED

Sir: Transmitted herewith for recordal in the U.S. Trademark Office is the Trademark Assignment for the above-identified applications.

1. Name of Conveying Party: **Dyrotech Industries, Inc.**

<input type="checkbox"/>	Individual(s)	<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation-Delaware	<input type="checkbox"/>	Other _____

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

2. Name and address of receiving party:

Name: **Fibertech of Ohio, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **3808 N. Sullivan Road, Building 21**

City: **Spokane** State: **Washington** ZIP: **99216**

<input type="checkbox"/>	Individual(s) citizenship
<input type="checkbox"/>	Association
<input type="checkbox"/>	General Partnership
<input type="checkbox"/>	Limited Partnership
<input checked="" type="checkbox"/>	Corporation-State: <b>Ohio</b>
<input type="checkbox"/>	Other _____

10/30/2002 DBYRNE  
01 FC:8521  
02 FC:8522

00000040 1818967

If assignee is ~~125.00~~ <sup>40.00</sup> domiciled in the United States, a domestic representative designation is attached:

SA\WDOX\CLIENT\187330\00479\00085714.DOC

TRADEMARK  
REEL: 2607 FRAME: 0612

[ ] Yes [X] No

(Designation must be separate document from Assignment).

Additional name(s) & address(es) attached?

[ ] Yes [X] No

3. Nature Of Conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_ Effective Date: September 19, 2002

4. Application Number(s) or Registration Number(s):

- Trademark Application No.(s) \_\_\_\_\_
- Trademark Registration No. 1,818,967; 1,818,968; 1,871,920; 1,947,225; 1,991,835; 1,858,169

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

Name Christine K. Garcia, Esq.

Internal Address: Coolidge, Wall, Womsley & Lombard Co., L.P.A.

Street Address: 33 West First Street, Suite 600

City Dayton State Ohio ZIP 45402

6. Total number of applications and registrations involved: 6


7. Total fee (37 CFR 3.41):.....\$ 165.00

- Enclosed
- Charge fee to Deposit Account No. Order No. 50-1897. A DUPLICATE COPY OF THIS SHEET IS ATTACHED.
- The Commissioner is hereby authorized to charge any additional fees which may be required for this Assignment, or credit any overpayment to Deposit Account No. 50-1897 Order No. 187330-479. A DUPLICATE COPY OF THIS SHEET IS ATTACHED.

8. 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.*

Christine K. Garcia  
Name of Person Signing

  
Signature

10/17/02  
Date

## TRADEMARK ASSIGNMENT

This Assignment, effective as of the 19<sup>th</sup> day of September, 2002, is by and between DYROTECH INDUSTRIES, INC., a corporation incorporated under the laws of Delaware and having a place of business at 2351 Kenskill Avenue, Washington Court House, Ohio 43160, ("Assignor") and FIBERTECH OF OHIO, INC., a corporation incorporated under the laws of Ohio and having a place of business at 3808 N. Sullivan Road, Building 21, Spokane, Washington 99216 ("Assignee").

WHEREAS, Assignor owns certain state, federal, foreign, and common law trademarks, service marks, trade names, and trade dress, together with the goodwill of the business symbolized by such marks, and certain federal and foreign registrations for such marks, specifically including the trademarks listed in the attached Schedule A, for which registrations have been granted by the respective Trademark Office, and the common law trademarks listed in the attached Schedule B, to the extent such trademark rights exist (collectively, the "Marks");

WHEREAS, pursuant to an Asset Purchase Agreement dated September 19, 2002, by and among Assignor, Assignee, Fiberglass Technology Industries, Inc., and Kemlite Company, Inc., Assignor has agreed to sell, convey, transfer, assign, and deliver the Marks to Assignee, together with the goodwill of the business symbolized thereby.

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

1. Assignor does hereby sell, convey, transfer, assign, and deliver to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the registration thereof, and all rights to damages or profits, due or accrued, arising out of past infringement of said Marks or injury to said goodwill, and the right to sue for and recover the same in the Assignee's own name.
2. Assignor warrants that (i) it owns all right, title, and interest in and to the Marks, and has all right, power, and authority to assign the Marks hereunder; (ii) the Marks shall be delivered to Assignee free and clear of any and all liens, claims, charges, security interests, licenses, use agreements, and any other encumbrance or limitation on rights of use, whatsoever; and (iii) the use of the Marks will not violate any trademark right of any person or entity.
3. Assignor hereby agrees for itself and for its successors and assigns, at Assignee's sole cost and expense, to cooperate and assist in the transfer of the Marks and goodwill of the business associated therewith, as well as all related applications and registrations, to Assignee and to execute without further consideration any further lawful documents, including any further assurances, renewals, affidavits or other applications or registrations for trademarks of any country that might be deemed necessary by Assignee fully to secure, establish, accrue, maintain, perfect, register, or defend Assignee's interest as aforesaid in and to the Marks. Assignor shall assist Assignee in prosecuting any applications, claims, or rights of any kind pertinent to the Marks assigned hereby as is reasonably necessary for Assignee to develop and maintain to the fullest extent possible its rights and benefits flowing from its ownership of the Marks transferred hereby.

4. Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, for Assignor and in its name, to give receipts and releases for and in respect of the same, and from time to time, to institute and prosecute in the name of Assignor or otherwise, for the benefit of Assignee, any and all proceedings at law, in equity or otherwise which Assignee may deem proper in order to collect, assert, or enforce any claims, right, or title of any kind in and to the Marks, and to defend or compromise any and all actions, suits, or proceedings in respect to any of the Marks; and Assignor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor for any reason.

5. Assignor and its respective employees, officers, directors, affiliates and agents do hereby agree that they will cease all use of, will not use or infringe upon and will not register as any domain name/URL (or as a trade name, trademark, service mark or otherwise) anywhere in the world any name, any trademark or service mark, logo or other device used by or identified with Assignee or confusingly similar to any of the Marks.

6. This Assignment and the covenants and agreements herein contained shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor, and its successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first written above.

DYROTECH INDUSTRIES, INC.

By: Augustus I. duPont  
Title: Vice President

STATE OF Connecticut, COUNTY OF Fairfield, ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2002, by Augustus I. duPont, the Vice President of Dyrotech Industries, Inc., a Delaware corporation, on behalf of said corporation.

Lenora Rowser

Notary Public  
**LENORA ROWSER**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES DEC. 31, 2004

FIBERTECH OF OHIO, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2002, by Harris W. Armstrong, the President of FiberTech of Ohio, Inc., an Ohio corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first written above.

DYROTECH INDUSTRIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of September, 2002, by \_\_\_\_\_, the \_\_\_\_\_ of Dyrotech Industries, Inc., a Delaware corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

FIBERTECH OF OHIO, INC.

By: *Harris W. Armstrong*

Title: President

STATE OF Ohio, COUNTY OF Montgomery, ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2002, by Harris W. Armstrong, the President of FiberTech of Ohio, Inc., an Ohio corporation, on behalf of said corporation.

*Kathleen A. Russell*  
Notary Public



KATHLEEN A. RUSSELL  
Notary Public, State of Ohio  
My Commission Expires 6-11-2003

**SCHEDULE A**

<b>MARK</b>	<b>COUNTRY</b>	<b>TRADEMARK REG. NO.</b>	<b>REGISTRATION DATE</b>
CLAD FOAM	USA	1,818,967	February 1, 1994
CLAD TUFF	USA	1,818,968	February 1, 1994
CLAD TUFF	Mexico	435590	June 10, 1993
CLAD TUFF	Mexico	436525	June 29, 1993
CLAD TUFF FRP	USA	1,871,920	January 3, 1995
COR TEC	Mexico	463444	June 15, 1994
COR TEC	Mexico	437108	July 9, 1993
EN COR	USA	1,947,225	January 9, 1996
LUSTRA	USA	1,991,835	August 6, 1996
SOUND OFF	USA	1,858,169	October 11, 1994

**SCHEDULE B**

Common Law Trademarks

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