12-17-2002 Form PTO-1594 RŁ U.S. DEPARTMENT OF COMMERCE (Rev. 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒ settings ⇒⇒⇒ ▼ 102313786 ▼ ▼

To the Honorable Commissioner of Paterillo and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Name: HIGHLAND GROUP CORPORATION STA-TYTE, INC. 12-11-02 Internal Address: Individual(s) Association Street Address: 31200 Solon Road General Partnership Limited Partnership \_State: OH Zip: 44139 Corporation-State Other \_\_\_\_\_ Individual(s) citizenship\_\_\_\_\_ Association Additional name(s) of conveying party(ies) attached? Yes No General Partnership\_\_\_\_\_ 3. Nature of conveyance: Limited Partnership ✓ Assignment Merger Corporation-State\_Ohio Security Agreement Change of Name 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 Other\_\_\_\_ Execution Date: 07/01/02 4. Application number(s) or registration number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) See attached Schedule A Additional number(s) attached 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: ..... Name: Timothy J. Connors 7. Total fee (37 CFR 3.41).....\$\_65.00 Internal Address:\_ Enclosed CALFEE, HALTER & GRISWOLD LLP Authorized to be charged to deposit account 1400 McDonald Investment Center 8. Deposit account number: 800 Superior Avenue Street Address: 03-0172 City: Cleveland State: OH Zip:44113 DO NOT USE THIS SPACE 9. Signature. Timothy J. Conners Name of Person Signing 2002 LMUELLER 00000253 1549814 Total number of pages including cover sheet, attachments, and documents 40. Ma Pocuments to be recorded with required cover sheet information to: 01 FC:8521 02 FC:8522

25.00 P Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002634 FRAME: 0272

# **SCHEDULE A**

# Registered Trademarks

Servicemark or Trademark	U.S. or Canadian Registration No.	Registration Date
STA-TYTE	1,549,814	August 1, 1989
STA-TYTE	1,559,814	October 10, 1989

## <u>Tradename</u>

STA-TYTE

{MM2874;2}

TRADEMARK
REEL: 002634 FRAME; 0273

### ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is effective as of the 1st day of July, 2002, by STA-TYTE, INC., a California corporation with its principal place of business at 4280 Business Center, Freemont, California 94538 ("Assignor"), to HIGHLAND GROUP CORPORATION, an Ohio corporation with its principal place of business at 31200 Solon Road, Solon, Ohio 44139 ("Assignee").

#### RECITAL

Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered trademarks and trade names listed on Schedule A annexed hereto and incorporated herein by reference (the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for \$10.00 and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof. The parties agree that any dispute, action, suit or proceeding at law, in equity or otherwise which in any way arises out of or relates to this instrument shall be filed in any state court located in Cuyahoga County, Ohio or in the United States Federal District Court for the Northern District of Ohio.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks as of the date first above written.

STA-TYTE, INC.

By:

Name:

Title:

PRESIDENT

{MM2874;2}

TRADEMARK
REEL: 002634 FRAME: 0274

State of ) California
) ss.:
County of ) santa clara

On this // day of sept., 2002, before me, personally appeared of san see the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public

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**RECORDED: 12/11/2002**