12-18-02

TRADEMARK RECORDATION COVER SHEET

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12-18-2002

102314636

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Burke Industries, Inc.

12-18-02

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Delaware
- ☐ Other

Additional name(s) conveying party(ies) attached: ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Burke Industries (Delaware), Inc.
Street Address: 2250 South Tenth Street
City San Jose State CA Zip 95112

- ☐ Individual(s)
- ☐ 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

(Designation must be a separate document from Assignment)

Additional name(s) and address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment
- ☐ Merger
- ☐ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: October 9, 2002

4. Application number(s) or registration number(s)

A. Trademark Application No(s):
Please see attached Exhibit A.

B. Trademark Registration No(s):
Please see attached Exhibit A.

12/18/2002 TDIAZ1 00000063 1737636
01 FC:8521 40.00 OP
02 FC:8522 400.00 OP

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

Name: Marshall C. Stoddard, Esq.
Street Address: Mayer Brown Rowe & Maw
350 South Grand Avenue, 25th Floor
City: Los Angeles
State: CA Zip: 90071

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) $440.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Totam Terry Luu	Totam Luu	December 16, 2002
Name of Person Signing	Signature	Date

LA01/GARCD/187462.1

EXHIBIT A

Trademarks

Name	Serial/Registration No.	Date of Filing	Date of Registration
1. VAC-Q-ROOF	1,737,636	September 17, 1990	December 1, 1992
2. ROULEAU	1,518,089	August 24, 1987	December 27, 1988
3. BURKEBASE	1,339,210	September 10, 1984	June 4, 1985
4. BURKE INDUSTRIES	1,063,868	September 10, 1975, renewed January 24, 1997	April 19, 1977
5. ARGONAUT	867,442	May 6, 1968, renewed April 1, 1989	April 1, 1969
6. SURETITE	717,890	November 14, 1960, renewed July 4, 1981	July 4, 1961
7. ROULEAU	85,738	Not Available	November 12, 1987
8. BURKEBASE	74,546	August 2, 1994 - renewed	September 24, 1984
9. MIRROR-FINISH	2,611,504	Not Available	May 25, 200_
10. UNI-COLOR	1,829,424	April 19, 1993	April 5, 1994
11. MERCER	1,851,494	April 1, 1993	August 30, 1994
12. RUBBERMYTE	1,651,500	August 24, 1990	July 23, 1991
13. DOCKSIDERS	1,372,591	May 31, 1985	November 26, 1985
14. MAXXI-TREAD	1,355,586	May 26, 1983	August 20, 1985
15. MERCER FRICTION GRP	861,475	November 8, 1967	December 3, 1968
16. BURKEMERGE	2,296,465	April 14, 1997	November 30, 1999
17. BURKEMERCER	76/341,088	November 26, 2001	TBD

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT is made this 9th day of October, 2002 by **BURKE INDUSTRIES, INC.**, a California corporation with a principal place of business at 2250 South Tenth Street, San Jose, California 95112 ("Assignor"), to **BURKE INDUSTRIES (DELAWARE), INC.**, a Delaware corporation with a principal place of business at 2250 South Tenth Street, San Jose, California 95112 ("Assignee").

WHEREAS, Assignor is the owner of certain United States Trademarks and trademark applications fully described in Exhibit A attached hereto (the "Trademarks");

WHEREAS, on June 25, 2001, Assignor filed a petition for relief under Chapter 11 of Title 11, United States Bankruptcy Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court");

WHEREAS, pursuant to the Assignor's Second Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan"), all of the property of Assignor was to revest with Assignee;

WHEREAS, on September 24, 2002 the Bankruptcy Court entered an Order Confirming Assignor's Second Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Confirmation Order"), which, among other things, confirmed the Plan and approved the revesting of Assignor's property in Assignee;

WHEREAS, in furtherance of the terms of the Confirmation Order and the Plan, Assignor desires to formally vest title in and to the Trademarks in Assignee; and

WHEREAS, Assignor and Assignee desire to memorialize the assignment and assumption of the Trademarks pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Assignment, the parties hereto hereby agree as follows:

1. Pursuant to, and in accordance with the terms of the Plan, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

2. Assignor agrees to cooperate with the Assignee such that it may enjoy to the fullest extent the rights conveyed under this Assignment, including, without limitation, cooperating in any proceedings involving the Trademarks (such as opposition or cancellation proceedings, priority contests, interferences, public use proceedings, court actions, and the like) on its own behalf and on behalf of Assignee.

3. The terms, covenants and conditions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and legal representatives, and shall be binding on Assignor and its successors, assigns and legal representatives.

4. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

5. This Assignment shall be governed by the laws of the State of New Jersey (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters including, but not limited to, matters of validity, construction, effect and performance. Each of the parties hereto each hereby submits itself for the sole purposes of this Assignment and any controversy arising hereunder to the exclusive jurisdiction of the state or federal courts sitting in the State of New Jersey, and waives any objection (on the grounds of lack of jurisdiction or forum non conveniens, or otherwise) to the exercise and jurisdiction of any state or federal court located in the State of New Jersey.

6. This Assignment, the Confirmation Order and the Plan embody the entire agreement and understanding of the parties with respect to the transactions contemplated hereby and supersedes all prior written or oral commitments, arrangements or understandings with respect thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment of Patents on the day and year first above written.

BURKE INDUSTRIES, INC.

By:_____
Name: Theodore M. Clark
Title: Chief Executive Officer

BURKE INDUSTRIES (DELAWARE), INC.

By:_____
Name: Theodore M. Clark
Title: Chief Executive Officer

STATE OF _____) SS.:
)
COUNTY OF _____)

I CERTIFY that on October ____, 2002, personally came before me _____ _____ and this person acknowledged under oath, to my satisfaction, that:

(a) this person signed, sealed, and delivered the attached document as _____ _____ of Burke Industries, Inc.; and

(b) the proper corporate seal was affixed; and

(c) this document was signed and made by such corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

_____
Notary Public

39261/0001-2123676v1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES } ss.

On 10-10-02 (Date), before me, TIFFANY FALANA MCLEOD, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared THEODORE M. CLARK (Name(s) of Signer(s)),

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

TIFFANY FALANA MCLEOD
Commission # 1207570
Notary Public - California
Los Angeles County
My Comm. Expires Jan 10, 2003

WITNESS my hand and official seal.

Tiffany Falana McLeod
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSIGNMENT OF TRADEMARK

Document Date: 10-9-02 Number of Pages: 4 (INCLUDING EXHIBIT)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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