

FORM PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TRADEMARKS ONLY 7666

OMB No. 0651-0011 (exp. 4/94)
Tab settings ⇄ ⇄

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
WPC Brands, Inc.

Individual
 Association
 Wisconsin Corporation
 Limited Partnership
 Other

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

2. Name and address of receiving party(ies)
Name: WPB Acquisition, LLC

Street Address: 2150 Schuetz Road

City: St. Louis State: MO Zip: 63146

Individual(s) citizenship _
 Corporation
 General Partnership
 Limited Liability Company - Wisconsin
 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:
 Change of Name
 Assignment - Execution Date: May 23, 2003
 Merger
 Security Agreement
 Other -

4. Application number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 2,624,941 1,379,341 1,933,726 2,292,758
 1,194,490 2,642,741 1,228,901

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Michele L. Dietz
 Internal Address: _____

Street Address: Reinhart Boerner Van Deuren s.c.
1000 North Water Street, Suite 2100

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41)..... \$190.00
 Enclosed
 Authorized to be charged to deposit account
 Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.

8. Deposit account number:
 18-0882
 (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.

Kent A. Lee  June 24, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: [6]

992235

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

CH \$190.00 180882 2624941

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of May 23 2003 (the "Effective Date"), by and between WPC BRANDS, INC., a Wisconsin Corporation, (the "Assignor"), and WPB ACQUISITION, LLC, a Wisconsin limited liability company (the "Assignee").

RECITALS

- A. Assignor is the owner of certain trademark registrations, trademark applications, and/or common law trademarks (herein referred to as "the Trademarks").
- B. Pursuant to a Sale Agreement executed by Assignor and Assignee on May 19, 2003, selling, transferring, assigning and conveying certain assets of Assignor to Assignee (the "Sale Agreement"), Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Trademarks from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the recipient and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, trademark applications, and/or common law trademarks listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks. The assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all leases, liens, security interests, rights of first refusal, options or similar restrictions.

3. Representations and Warranties. Assignor expressly represents and warrants that: (i) Assignor owns the entire right, title and interest in and to each of the Assigned Trademarks; (ii) to the knowledge of Assignor, the Assigned Trademarks do not infringe on any intellectual property rights of others in any material respect; (iii) there are no claims, demands or proceedings instituted, pending or to the knowledge of Assignor, threatened in writing by any

third party pertaining to or challenging Assignor's rights to the Assigned Trademarks, or the right to use such Assigned Trademarks in the Business (as such term is defined in the Sale Agreement); and (iv) Assignor knows of no facts that would render any of the Assigned Trademarks unenforceable or subject to a third party infringement action. Assignee represents that it has the power to enter into this Trademark Assignment and perform the obligations assumed hereunder.

4. General Provisions.

4.1 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

4.2 No Waiver. Failure of any party at any time to require performance of any provision of this Assignment shall not affect the right of any party to require full performance thereafter; a waiver by any party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that party from again enforcing such term or condition in the future with respect to subsequent events.

4.3 Relationship of the Parties. The relationship established between the parties by this Assignment shall be solely that of assignor and assignee. Neither party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other party or to bind the other party in any respect whatsoever.

4.4 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

4.5 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

4.6 Recitals. The parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

4.7 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, USA.

4.8 Further Assurances. Upon request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

[Signatures on Next Page]

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

ASSIGNOR:

WPC BRANDS, INC.

By: [Signature]

Name: Robert L. Canik

Title: President

ASSIGNEE:

WPB ACQUISITION, LLC ,

By: _____

Name: _____

Title: _____

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

ASSIGNOR:

WPC BRANDS, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

WPB ACQUISITION, LLC

By: John A. Wundrock

Name: JOHN A. WUNDROCK

Title: CEO

APPENDIX A

LIST OF THE ASSIGNED TRADEMARKS

Trademark Name	Country	Application Number	Application Date	Registration Number	Registration Date
ATWATER CAREY	U.S.	76/368,779	8-Feb-02	2,624,941	24-Sept-02
BAITMATE	U.S.	73/547,761	15-Jul-85	1,379,341	21-Jan-96
LIVE	U.S.	74/423,904	11-Aug-93	1,933,726	7-Nov-95
NON SCENTS	U.S.	75/574,179	20-Oct-98	2,292,758	16-Nov-99
POTABLE AQUA	U.S.	73/227,496	15-Aug-79	1,194,490	27-Apr-82
POTABLE AQUA	U.S.	76/357,887	11-Jan-02	2,642,741	29-Oct-02
POTABLE AQUA and Design	Canada	538,153	12-Mar-85	314,132	9-May-86
STING-EZE	U.S.	73/227,498	15-Aug-79	1,228,901	1-Mar-83
STING-EZE and Design	Canada	538,753	22-Mar-85	331,775	11-Sept-87