

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

1. Name of conveying party(ies):

Reichhold, Inc.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: April 19, 2002

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

Name: Forbo International SA

Address: Baulenzelgstrasse 20  
8193 Eglisau  
Switzerland

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Switzerland
- 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

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,899,494  
AQUATHANE

Additional numbers attached?  Yes  No

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

Zimmerli, Wagner & Partner AG  
Löwenstrasse 19  
Postfach  
CH-8021 Zürich  
Switzerland

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): . . . . \$ 40.00

Enclosed  
Authorized to be charged to deposit account

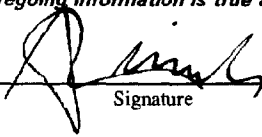
8. Deposit account number: \_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

**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.*

Dr. Adrian Zimmerli  
Name of Person Signing

  
Signature

21 February 2003  
Date

Total number of pages including cover sheet, attachments, and document: 1

OMI . 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

03/03/2003 ECOOPER 0000171 1899494

01 FC:8021

40.00 DP

~~AGREED FORM~~ CR  
NR

DATED 19th April 2002

**TRADE MARK ASSIGNMENT**

**BETWEEN**

**(1) REICHHOLD, INC.**

**and**

**(2) FORBO INTERNATIONAL S.A**



**Charles Russell**  
8-10 New Fetter Lane  
London EC4A 1RS

Tel : 020 7203 5000

**TRADEMARK**  
**REEL: 002682 FRAME: 0476**

TRADE MARK ASSIGNMENT

THIS AGREEMENT ("Agreement") is made the *19th April*

2002

BETWEEN:-

- (1) **REICHHOLD, INC.**, a corporation incorporated and existing under the laws of the State of Delaware having its registered office at 2400 Ellis Road, Durham, NC 27703 (the "Assignor") and
- (2) **FORBO INTERNATIONAL S.A.**, a corporation incorporated and existing under the laws of Switzerland having its registered office at Bauelenzelgstrasse 20, CH-8193 Eglisau, Switzerland and the corporate identity number CH-020.3.909.124-9 (the "Assignee");

IT IS AGREED AS FOLLOWS:-

In consideration of the payment of the sum of *US\$ 6,660,000* receipt of which is hereby acknowledged, and pursuant to the master business sale and purchase agreement executed on *9 March*, 2002 between REICHHOLD INVESTMENTS, BV and FORBO HOLDING A.G.:

- 1 The Assignor hereby assigns to the Assignee absolutely, and shall procure the assignment to the Assignee absolutely of, all legal and beneficial interest, free from all charges, liens or other encumbrances howsoever arising, in:-

the registered trade marks and applications for registered trade marks listed in the schedule hereto, including without limitation the good will attaching thereto; and

all rights of action that may have accrued in respect of any and all of the rights described above.

- 2 The Assignor undertakes to the Assignee that the Assignor shall at the Assignee's request and cost execute and procure the execution of all documents and, in all countries, do and procure the doing of all such acts and things as may be reasonably necessary for the purpose of perfecting the assignments in clause 1 above and vesting any relevant rights in the Assignee absolutely and for the purpose of registering the same on the relevant public register.

- 3 The failure by either party to exercise or enforce any rights under this Agreement shall not be deemed to be a waiver of any such rights, nor shall any single or partial exercise of any right, power or privilege, or further exercise thereof, operate so as to bar the exercise or enforcement thereof at any later time.

- 4 The waiver by either party of any breach of any of the terms of this Agreement shall not be deemed to be a waiver of any other breach of this Agreement.

5 NOTICES

- 5.1 All notices, demands or other communication, which all shall be written and in the English language, to or upon the respective Parties shall be deemed to have been duly

served when delivered personally or sent by first class pre-paid airmail or facsimile, to the Party in question or its agent for service as follows:

5.1.1 If to Assignee: Forbo International S.A.  
address: P.O. Box, CH-8193 Eglisau, Switzerland  
facsimile: +411 868 25 26  
attention: Ms Dagmar T. Jenni  
with a copy to: FORBO INTERNATIONAL S.A.  
address: P.O. Box, CH-8193 Eglisau, Switzerland

facsimile: +411 868 25 26  
attention: Jan-Erik Sangberg and Dr. Paul Halg

5.1.2 If to Assignor: Reichhold, Inc.  
address: 2400 Ellis Road  
Durham  
NC 27703  
facsimile: +919 990 7711  
attention: Gary Krall

5.2 If to Assignee's agent, hereby appointed to accept service of process on Assignee's behalf in any action based on this Agreement which may be instituted in the US:

Assignee's Solicitors: Schnader Harrison Segal & Lewis LLP,  
Address: 1600 Market Street, Suite 3600,  
Philadelphia, PA 19103

For the Attention of: Nicholas J. LePore III, Esq.

5.2.1 or at such other address as the respective Party may hereafter specify in writing in accordance with this clause 5 to the other Party for this purpose.

5.2.2 In the absence of evidence of earlier receipt, a notice demand or other communication shall be deemed duly served (1) if delivered personally, when left at the address specified above, (2) if sent by airmail, six days after posting, and (3) if by facsimile upon successful transmission as recorded on the sender's equipment.

## 6 LAWS AND JURISDICTION

6.1 The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to conflict of law principles, and by U.S. federal law.

6.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party irrevocably submits to the jurisdiction of the state and federal courts located in the State of Delaware.

**SCHEDULE**

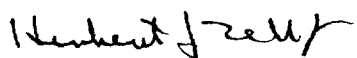
<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Renewal</u>	<u>Class</u>
TRI-LOCK	U.S.	75/364550	2210880	15DE2008	1
QUATHANE	U.S.	74/307017	1899494	13JE2005	1
RMELT	U.S.	75/139558	2162661	02JE2008	1
IND-LOCK	U.S.	735382	1542138	06JE2009	1
ARRIER-GUARD	U.S.	75/191558	2105507	14OC2007	1
JRACLEAN	U.S.	75/389074	2261615	13JL2009	3
VACE	U.S.	671266	1525033		1
VER-LOCK	U.S.	74/566203	1994029	13AU2006	1
<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Renewal</u>	<u>Class</u>
EX-MELT	U.S.	75/522420	2365192	04JL2010	1
YERS	U.S.	75/632171	2441463	03AP2011	1
OT MELT WETNESS DICATOR	U.S.	73/797797	1638741	03MR2011	1
MSOFT	U.S.	75/726145	2445166	17AP2011	1
NS-BOND	U.S.	75/567951	2376027	08AU2010	1
NS-COAT	U.S.	75/571319	2388508	19SE2010	1
ACE	U.S.	549155	2003472	24SE2006	1
YAMUL	U.S.	642072	1883218	14MR2005	1

<u>Trademark</u>	<u>Country</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Renewal</u>	<u>Class</u>
PLYAMUL	U.S.	696620	629331	26JE2006	1
POLYBOLT	U.S.	75/780757			
PRO-COAT	U.S.	74/628789	2061910	13MY2007	1
QUICK-BRICK	U.S.	75/373030	2471830	24JL2011	1
QUICK-TACK	U.S.	75/636179	2443252	10AP2011	1
REICH-O-BOND	U.S.	75/128566	2107993	21OC2007	1
REICH-O-MELT	U.S.	75/139505	2110002	28OC2007	1
STA-COOL	U.S.	75/636177	2398627	24OC2010	1
SWIFT	U.S.	327776	1229123	08MR2003	2
SWIFT	U.S.	327770	1229101	08MR2003	1
SWIFTAK	U.S.	75/757560	2441600	03AP2011	1
TRIAD	U.S.	75/439259	2471861	24JL2011	7
TRILOK	U.S.	75/545137	2373792	01AU2010	1

TRADEMARK



IN WITNESS WHEREOF this document has been executed the day and year first above written.

SIGNED by 

for and on behalf of REICHHOLD, INC.

SIGNED by 

for and on behalf of FORBO INTERNATIONAL S.A.

Official Certification

This is to certify that this copy corresponds exactly with the document shown to us this day and declared to be the original.

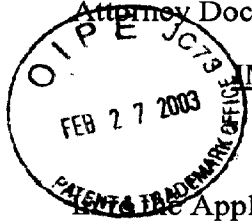
Eglisau, 5 december 2002

B No. 272-3  
Fee: Fr. 80.--

NOTARIAT EGLISAU

  
H. Gut, Notary public

Attorney Docket No.: 228217US36SD



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**TRADEMARK EXAMINING OPERATIONS**

Application of:

FORBO INTERNATIONAL SA

Registration No. 1,899,494

Issued: June 13, 1995

Mark: AQUATHANE

**BOX RESPONSES**  
**NO FEE**

Honorable Commissioner of Trademarks  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Commissioner:

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., whose postal address is 1940 Duke Street, Alexandria, Virginia 22314, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

FORBO INTERNATIONAL SA

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(printed or typewritten)

Title/Position: \_\_\_\_\_

Date: \_\_\_\_\_