

05-22-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORD TRA



DEPARTMENT OF COMMERCE 3. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Niagara Plastics Company S-20-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Pennsylvania corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: NP Acquisition, LLC
Internal
Address:
Street Address: 2150 Elmwood Avenue
City: Buffalo State: NY Zip: 14207
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Delaware limited liability company
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:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 04/10/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76-339498
B. Trademark Registration No.(s) 682667
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John P. Hains, Esq.
Internal Address:
Lippes, Silverstein, Mathias & Wexler LLP
Street Address: 28 Church St. #700
City: Buffalo State: NY Zip: 14202

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41): \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

05/21/2003 BYRNE 00000103 76339498
01 FC:0521 40.00 OP
02 FC:0522 25.00 OP

DO NOT USE THIS SPACE

9. Signature. John P. Hains
Signature Date 05/16/2003

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK REEL: 002737 FRAME: 0327

TRADEMARK ASSIGNMENT

WHEREAS, pursuant to the terms of an Asset Purchase Agreement, dated as of April 10, 2003, made by and among Niagara Plastics Company, a Pennsylvania corporation (the "Assignor"), M. Shawn Rooney, William B. Conner, Thomas J. McCarthy and Protective Industries, LLC, a Delaware limited liability company ("Protective")(such agreement being hereinafter the "Agreement") the Assignor has agreed to assign and transfer to Protective all rights, interest and privileges to those trademarks set forth on Exhibit A hereto (the "Marks");

WHEREAS, pursuant to an Assignment of Contract Rights Agreement made by and between Protective and NP Acquisition, LLC, a Delaware limited liability company ("Assignee") and consented to by Assignor on the date hereof, all rights of Protective to purchase substantially all of the assets of the Assignor (as provided for by the Agreement) have been assigned to the Assignee; and

WHEREAS, the terms and conditions of the Agreement have been modified and amended on and as of the date hereof pursuant to the terms of a Closing Agreement made on and as of the date hereof, by and among the Assignor, M. Shawn Rooney, William B. Conner, Thomas J. McCarthy, Protective and the Assignee; and

WHEREAS, Assignor has adopted, owns and is using the Marks in connection with various goods and services; and

WHEREAS, Assignor owns the trademark registrations for each Mark as set forth on Exhibit A (the "Registrations"); and

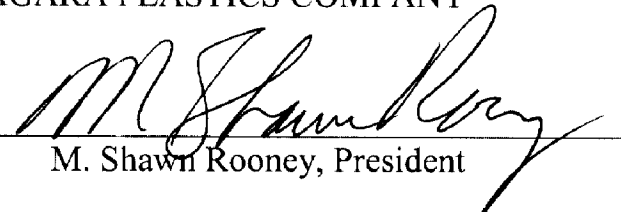
WHEREAS, Assignee desires to acquire the Marks and the above-referenced Registrations;

NOW, THEREFORE, for god and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers 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 Registrations thereof, including, without limitation, all rights to sue at law or in equity for any past, present or future infringement thereof, and to receive all proceeds and damages therefrom, to be held and enjoyed by Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by Assignor had this assignment and sale not been made

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed and delivered as of the 13th of May, 2003.

NIAGARA PLASTICS COMPANY

By:


M. Shawn Rooney, President

SUBSCRIBED and SWORN to before me
this 13th day of May, 2003

Barbara A. Guilford
Notary Public

492210

NOTARIAL SEAL
BARBARA A. GUILFORD, NOTARY PUBLIC
ERIE, ERIE COUNTY PENNSYLVANIA
MY COMMISSION EXPIRES DECEMBER 7, 2003

EXHIBIT A

Registrations

Niagara Plastics #682.667

Others

Niagara Caps & Plugs

Polyguard Filing Process (Application #76/339,498)