

5/21/04

REI

05-21-2004

3 SHEET  
Y



Tab settings

To the Honorable Commissioner of Patents

102749893

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
DURAMAX, INC.

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

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

2. Name and address of receiving party(ies)

Dymas Funding Company, LLC, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address : 1 North Franklin Street, Ste. 3500

Chicago State: IL Zip: 60606

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

Execution Date: May 3, 2004

4. Application number(s) or trademark

A. Trademark Application No.(s)

76/479,757 76/499,452 76/090,979 76/296,315  
76/296,317 76/296,298 76/492,682 76/492,681

B. Trademark Registration

870,440 2,501,329 2,818,603 1,932,090  
1,616,426 2,816,211 2,821,460 885,386

Additional numbers attached? YES

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

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

Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

6. Total number of applications and registrations

**63**

7. Total fee (37 CFR 3.41)..... \$ 1,590.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

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

05/24/2004 ECUOPER 00000049 76479757

DO NOT USE THIS SPACE

01 FC:0521 40.00 OP  
02 FC:0522 1550.00 OP

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 of the original document.

Rebecca L. Ramstrom

Name of Person

*Rebecca L. Ramstrom*

Signature

07/21/03

Date

Total number of pages including cover sheet, attachments, and

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

SCHEDULE 1A  
US Trademark Registrations and Applications

Trademarks  
DURAMAX, INC.

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>REGN. NO.</u>	<u>REGN. DATE</u>
DC6133US	United States	DURAMAX	296,024	19AP1968	870,440	03JE1989
DC6133US.1	United States	DURAMAX	75/778,192	17AU1999	2,501,329	30OC2001
DC6133US.2	United States	DURAMAX	75/778,194	17AU1999	2,818,603	02MR2004
DC6164US	United States	SMOOTHAMMER	74/450,498	25OC1993	1,932,090	31OC1995
DC6187US	United States	SMOOTHDRILL	73/836,540	06NO1989	1,616,426	09OC2000

JOHNSON RUBBER

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>REGN. NO.</u>	<u>REGN. DATE</u>
JR0012US	United States	JOHNSON RUBBER COMPANY (LOGO)	76/426,431	01JL2002	2,816,211	24FE2004
JR0013US	United States	JOHNSON RUBBER	76/426,433	01JL2002	2,816,212	24FE2004
JR0020US	United States	INNOVATIVE DESIGN AND POLYMER SOLUTIONS	76/012,693	29MR2000	2,821,460	09MR2004
JR6175US	United States	JOHNSON	72/295,146	08AP1968	885,386	03FE2000

## JOHNSONITE

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>REGN. NO.</u>	<u>REGN. DATE</u>
JN-45	United States	DURAMAX, INC. V. ROPPE CORPORATION			Oppsn. No. 91154075	
JN-51	United States	DURAMAX, INC. V. DUAL-LITE INC.			Oppsn. No. 91156831	
JN-52	United States	DURAMAX, INC. V. ROPPE CORPORATION			No. 3:03CV7571	
JN-53	United States	DURAMAX, INC. V. COSCO MANAGEMENT, INC.			Oppsn. No. 91158117	
JN-54	United States	DURAMAX, INC. V. GRANQUARTZ, L.P.			Oppsn. No. 91158345	
JN-55	United States	DURAMAX, INC. V. HENKEL CONSUMER ADHESIVES, INC.			Oppsn. No. 91159303	
JN0299US	United States	REPLAY	76/296,313	07AU2001	2,772,254	07OC2003 10
JN0302US	United States	REACTION	76/296,316	07AU2001	2,637,226	15OC2002 11
JN0305US	United States	MATERA	76/296,319	07AU2001	2,748,230	05AU2003 12
JN0307US	United States	FOUNTAIN	76/296,321	07AU2001	2,614,978	03SE2002 13
JN0308US	United States	VIBRANCE	76/296,322	07AU2001	2,538,311	12FE2002 14
JN0309US	United States	ARTISAN	76/296,323	07AU2001	2,718,623	27MY2003 15
JN0310US	United States	OLIO	76/296,324	07AU2001	2,644,394	29OC2002 16
JN0346US	United States	LS-40	76/296,297	07AU2001	2,536,716	05FE2002 17
JN0411US	United States	MILLWORK WALL BASE	76/358,874	15JA2002	2,682,040	28JA2003 18
JN0412US	United States	JOHNSONITE MILLWORK	76/358,873	15JA2002	2,692,623	04MR2003 19
JN0488US	United States	REPLACE	76/435,809	30JL2002	2,792,636	09DE2003 20

JN0501US	United States	GREENWICH	78/150,282	02AU2002	2,793,112	09DE2003	21
JN0502US	United States	THE GARDENS	78/150,298	02AU2002	2,786,369	25NO2003	22
JN0504US	United States	CITYSCAPE	76/457,087	08OC2002	2,823,965	16MR2004	23
JN0505US	United States	DOWNTOWN	76/457,088	08OC2002	2,805,642	13JA2004	24
JN0506US	United States	NIGHTLIFE	76/457,089	08OC2002	2,805,643	13JA2004	25
JN6069US	United States	COLORMATCH	74/285,675	17JE1992	1,978,623	04JE1996	26
JN6132US	United States	ROUNDEL	528,268	22MR1985	1,388,394	01AP1986	27
JN6134US	United States	THRUST-A-PAD	72/113,731	15FE1961	725,793	02JA2002	28
JN6171US	United States	SAFE-T-RIB	72/347,611	02JA1970	904,827	22DE2000	29
JN6174US	United States	JOHNSONITE	72/266,426	10MR1967	867,337	01AP1989	30
JN6177US	United States	DURA-COVE	73/668,994	29JE1987	1,474,193	26JA1988	31
JN6256US	United States	VENT-COVE	74/475,099	27DE1993	1,922,029	26SE1995	32
JN6257US	United States	TERRA-TURF	74/459,494	17NO1993	1,853,407	13SE1994	33
JN6301US	United States	SAFE-T-FIRST	74/474,995	27DE1993	2,006,547	08OC1996	34
JN6306US	United States	COMFORTECH	74/472,218	21DE1993	1,947,335	09JA1996	35
JN6482US	United States	TIGHTLOCK	74/722,038	23AU1995	2,052,008	15AP1997	36
JN6531US	United States	PRISTINE FINISHES	75/088,433	15AP1996	2,185,272	01SE1998	37
JN6532US	United States	GEM FINISHES	75/046,255	22JA1996	2,124,243	23DE1997	38
JN6534US	United States	PRIMA	75/053,554	05FE1996	2,078,112	08JL1997	39
JN6682US	United States	FLAGSTONE	75/314,639	25JE1997	2,260,073	06JL1999	40

JN6791US	United States	GENESES	75/309,847	17JE1997	2,233,414	23MR1999	41
JN7018US	United States	SAFETY STRIDE	75/567,799	09OC1998	2,370,074	25JL2000	42
JN7064US	United States	SPECKSTONE	75/624,423	20JA1999	2,422,031	16JA2001	43
JN7065US	United States	METALLICS	75/624,422	20JA1999	2,422,030	16JA2001	44
JN7066US	United States	BRONZE REFLECTIONS	75/624,421	20JA1999	2,488,271	11SE2001	45
JN7128US	United States	SPORT-ABILITY	75/713,846	25MY1999	2,462,519	19JE2001	46
JN7216US	United States	ANTHEM	75/832,591	26OC1999	2,486,058	04SE2001	47

Trademark Applications

**Johnson Rubber**

JR0012US.1 United States JOHNSON RUBBER COMPANY (LOGO) 76/479,757 02JA2003 48

JR0013US.1 United States JOHNSON RUBBER 76/499,452 21MR2003 45

**Johnsonite**

JN0072US United States REPLICA 76/090,979 18JL2000 50

JN0301US United States FUSION 76/296,315 07AU2001 51

JN0303US United States POWER TAPE 76/296,317 07AU2001 52

JN0347US United States SUBFLOOR LEVELER SYSTEM 76/296,298 07AU2001 53

JN0595US United States REVEAL 76/492,682 26FE2003 54

JN0596US United States OUTLINE 76/492,681 26FE2003 55

JN0597US United States OVERLOOK 76/492,680 26FE2003 56

JN0598US United States DIPLOMAT 76/492,679 26FE2003 57

JN0599US United States SILHOUETTE 76/492,678 26FE2003 58

JN0672US United States FINISHING BORDERS 78/237,281 14AP2003 59

JN0777US United States RECESS 76/561,737 25NO2003 60

JN0804US United States DEMOUNTABLE WALL BASE SYSTEM 76/581,655 16MR2004 61

JN0808US United States CUSTOM FLOORVIEW 78/394,713 01AP2004 62  
JN6682US.1 United States FLAGSTONE 76/572,470 26JA2004 63

# ASSIGNMENT FOR SECURITY

## TRADEMARKS

WHEREAS, DURAMAX, INC., an Ohio corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of May 3, 2004 (the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the lenders observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.



IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer as of the date first written above.

DURAMAX, INC., an Ohio corporation

By:

Name:

Title:

*Russell Greenberg*  
*Russell Greenberg*  
*CEO*

SCHEDULE 1A  
US Trademark Registrations and Applications

Trademarks  
DURAMAX, INC.

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>REGN. NO.</u>	<u>REGN. DATE</u>
DC6133US	United States	DURAMAX	296,024	19AP1968	870,440	03JE1989
DC6133US.1	United States	DURAMAX	75/778,192	17AU1999	2,501,329	30OC2001
DC6133US.2	United States	DURAMAX	75/778,194	17AU1999	2,818,603	02MR2004
DC6164US	United States	SMOOTHAMMER	74/450,498	25OC1993	1,932,090	31OC1995
DC6187US	United States	SMOOTHDRILL	73/836,540	06NO1989	1,616,426	09OC2000

**JOHNSON RUBBER**

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>REGN. NO.</u>	<u>REGN. DATE</u>
JR0012US	United States	JOHNSON RUBBER COMPANY (LOGO)	76/426,431	01JL2002	2,816,211	24FE2004
JR0013US	United States	JOHNSON RUBBER	76/426,433	01JL2002	2,816,212	24FE2004
JR0020US	United States	INNOVATIVE DESIGN AND POLYMER SOLUTIONS	76/012,693	29MR2000	2,821,460	09MR2004
JR6175US	United States	JOHNSON	72/295,146	08AP1968	885,386	03FE2000

**JOHNSONITE**

<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLN. NO.</u>	<u>FILING DATE</u>	<u>REGN. NO.</u>	<u>REGN. DATE</u>
JN-45	United States	DURAMAX, INC. V. ROPPE CORPORATION			Oppsn. No. 91154075	
JN-51	United States	DURAMAX, INC. V. DUAL-LITE INC.			Oppsn. No. 91156831	
JN-52	United States	DURAMAX, INC. V. ROPPE CORPORATION			No. 3:03CV7571	
JN-53	United States	DURAMAX, INC. V. COSCO MANAGEMENT, INC.			Oppsn. No. 91158117	
JN-54	United States	DURAMAX, INC. V. GRANQUARTZ, L.P.			Oppsn. No. 91158345	
JN-55	United States	DURAMAX, INC. V. HENKEL CONSUMER ADHESIVES, INC.			Oppsn. No. 91159303	
JN0299US	United States	REPLAY	76/296,313	07AU2001	2,772,254	07OC2003
JN0302US	United States	REACTION	76/296,316	07AU2001	2,637,226	15OC2002
JN0305US	United States	MATERA	76/296,319	07AU2001	2,748,230	05AU2003
JN0307US	United States	FOUNTAIN	76/296,321	07AU2001	2,614,978	03SE2002
JN0308US	United States	VIBRANCE	76/296,322	07AU2001	2,538,311	12FE2002
JN0309US	United States	ARTISAN	76/296,323	07AU2001	2,718,623	27MY2003
JN0310US	United States	OLIO	76/296,324	07AU2001	2,644,394	29OC2002
JN0346US	United States	LS-40	76/296,297	07AU2001	2,536,716	05FE2002
JN0411US	United States	MILLWORK WALL BASE	76/358,874	15JA2002	2,682,040	28JA2003
JN0412US	United States	JOHNSONITE MILLWORK	76/358,873	15JA2002	2,692,623	04MR2003
JN0488US	United States	REPLACE	76/435,809	30JL2002	2,792,636	09DE2003

JN0501US	United States	GREENWICH	78/150,282	02AU2002	2,793,112	09DE2003
JN0502US	United States	THE GARDENS	78/150,298	02AU2002	2,786,369	25NO2003
JN0504US	United States	CITYSCAPE	76/457,087	08OC2002	2,823,965	16MR2004
JN0505US	United States	DOWNTOWN	76/457,088	08OC2002	2,805,642	13JA2004
JN0506US	United States	NIGHTLIFE	76/457,089	08OC2002	2,805,643	13JA2004
JN6069US	United States	COLORMATCH	74/285,675	17JE1992	1,978,623	04JE1996
JN6132US	United States	ROUNDEL	528,268	22MR1985	1,388,394	01AP1986
JN6134US	United States	THRUST-A-PAD	72/113,731	15FE1961	725,793	02JA2002
JN6171US	United States	SAFE-T-RIB	72/347,611	02JA1970	904,827	22DE2000
JN6174US	United States	JOHNSONITE	72/266,426	10MR1967	867,337	01AP1989
JN6177US	United States	DURA-COVE	73/668,994	29JE1987	1,474,193	26JA1988
JN6256US	United States	VENT-COVE	74/475,099	27DE1993	1,922,029	26SE1995
JN6257US	United States	TERRA-TURF	74/459,494	17NO1993	1,853,407	13SE1994
JN6301US	United States	SAFE-T-FIRST	74/474,995	27DE1993	2,006,547	08OC1996
JN6306US	United States	COMFORTECH	74/472,218	21DE1993	1,947,335	09JA1996
JN6482US	United States	TIGHTLOCK	74/722,038	23AU1995	2,052,008	15AP1997
JN6531US	United States	PRISTINE FINISHES	75/088,433	15AP1996	2,185,272	01SE1998
JN6532US	United States	GEM FINISHES	75/046,255	22JA1996	2,124,243	23DE1997
JN6534US	United States	PRIMA	75/053,554	05FE1996	2,078,112	08JL1997
JN6682US	United States	FLAGSTONE	75/314,639	25JE1997	2,260,073	06JL1999

JN6791US	United States	GENESES	75/309,847	17JE1997	2,233,414	23MR1999
JN7018US	United States	SAFETY STRIDE	75/567,799	09OC1998	2,370,074	25JL2000
JN7064US	United States	SPECKSTONE	75/624,423	20JA1999	2,422,031	16JA2001
JN7065US	United States	METALLICS	75/624,422	20JA1999	2,422,030	16JA2001
JN7066US	United States	BRONZE REFLECTIONS	75/624,421	20JA1999	2,488,271	11SE2001
JN7128US	United States	SPORT-ABILITY	75/713,846	25MY1999	2,462,519	19JE2001
JN7216US	United States	ANTHEM	75/832,591	26OC1999	2,486,058	04SE2001

Trademark Applications

**Johnson Rubber**

JR0012US.1	United States	JOHNSON RUBBER COMPANY (LOGO)	76/479,757	02JA2003
JR0013US.1	United States	JOHNSON RUBBER	76/499,452	21MR2003
<b>Johnsonite</b>				
JN0072US	United States	REPLICA	76/090,979	18JL2000
JN0301US	United States	FUSION	76/296,315	07AU2001
JN0303US	United States	POWER TAPE	76/296,317	07AU2001
JN0347US	United States	SUBFLOOR LEVELER SYSTEM	76/296,298	07AU2001
JN0595US	United States	REVEAL	76/492,682	26FE2003
JN0596US	United States	OUTLINE	76/492,681	26FE2003
JN0597US	United States	OVERLOOK	76/492,680	26FE2003
JN0598US	United States	DIPLOMAT	76/492,679	26FE2003
JN0599US	United States	SILHOUETTE	76/492,678	26FE2003
JN0672US	United States	FINISHING BORDERS	78/237,281	14AP2003
JN0777US	United States	RECESS	76/561,737	25NO2003
JN0804US	United States	DEMOUNTABLE WALL BASE SYSTEM	76/581,655	16MR2004

JN0808US

United States

CUSTOM FLOORVIEW 78/394,713

01AP2004

JN6682US.1

United States

FLAGSTONE 76/572,470

26JIA2004