

Total Pages Faxed: 5

**COVER SHEET FORWARDING ASSIGNMENT OR
OTHER CONVEYANCE FOR RECORDING**

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P. O. Box 1450
Alexandria VA 22313-1450

Fax Number: 703.306.5995

Dear Sir:

Please record the attached original document:

1. Name(s) of conveying party(s):

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State- Nevada
- Other _____

**Empire Plastics, Inc.
One General Street
Newcomerstown, OH 43832**

2. Name and address of receiving party:

- Association Citizenship: _____
- General Partnership Citizenship: _____
- Limited Partnership Citizenship: _____
- Corporation Citizenship: _____

**Boltaron Performance Products,
LLC
One General Street
Newcomerstown, Ohio 43832**

3. Nature of conveyance:

- Assignments Merger
- Security Agreement Change of Name
- Other

Execution Date(s):

October 25, 2004

4. Application numbers:

**78/381,123
Filed: 2004-03-09**

**76/334,117
Filed: 2001-11-06**

**76/592,459
Filed: 2004-05-17**

CH \$140.00 501210 76381123

Trademark numbers: 2,000,265
Issued: 1996-09-10

2,774,641
Issued: 2003-10-21

If this document is being filed together with a new application, the execution date of the declaration for the application being filed is:

5. Name and address of party to whom correspondence concerning documents should be mailed: **Daniel A. Thomson, Esq.
BROUSE MCDOWELL
Customer #26781**
6. Total number of applications and patents involved: 5
7. Total fee (37 CFR 1.21(h)): \$200.00

- A check in the amount of \$40.00, which includes the fee for recording the Assignment is enclosed.
- Please charge deposit account 501210 in the amount of \$200.00 to cover the recording fee.

8. Please charge any additional fees due, or credit any overpayment to deposit account number 501210.

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.

Respectfully submitted,

BROUSE MCDOWELL

Date November 23, 2004



Daniel A. Thomson, Esq.
Reg. No. 43,189
Customer #26781

Telephone No.: 330.535.5711
Fax No.: 330.253.8601

Total number of pages comprising cover sheet: 5
#593601

TRADEMARK ASSIGNMENT

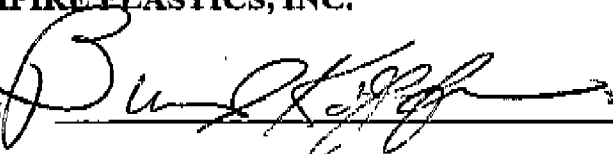
WHEREAS, EMPIRE PLASTICS, INC. ("Seller"), a corporation organized and existing under the laws of the state of Ohio, is the sole and exclusive owner of and has adopted and is using the trademarks shown in Schedule A (hereinafter called "Assigned Trademarks"), and of the goodwill of the business symbolized by such Assigned Trademarks; and

WHEREAS, BOLTARON PERFORMANCE PRODUCTS, LLC, (the "Buyer"), a limited liability company organized and existing under the laws of the State of Ohio, desires to acquire said Assigned Trademarks and any and all registrations and applications therefor and their associated goodwill in connection with the consummation of the Asset Purchase Agreement between Seller and Buyer dated as of August 13, 2004

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Seller hereby sells, assigns, transfers, and conveys unto the Buyer, its successors and assigns or their legal representatives, (a) the entire right, title, and interest of the Seller in and to the Assigned Trademarks and all extensions and renewals thereof, together with the goodwill of the business in connection with which the Assigned Trademarks are and have been used, and (b) all rights, interests, claims, demands, and damages, recoverable in law or in equity, that the Seller has or may have in profits and damages for past and future infringements of the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect said profits and damages; the same to be held and enjoyed by the Buyer, its successors and assigns or their legal representatives, as fully and entirely as the same might or could have been held and enjoyed by the Seller had this Assignment and sale not been made. Seller agrees to cooperate with Buyer in signing any documents, or performing any actions, required to complete the transfer of the Assigned Trademarks.

IN WITNESS WHEREOF, EMPIRE PLASTICS, INC. has caused this instrument to be signed by its duly authorized representative, and attested this 25 day of October, 2004.

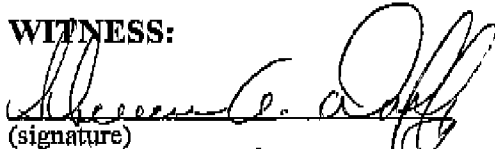
EMPIRE PLASTICS, INC.

By: 

Name: Burton Koffman

Title: CEO

WITNESS:


(signature)

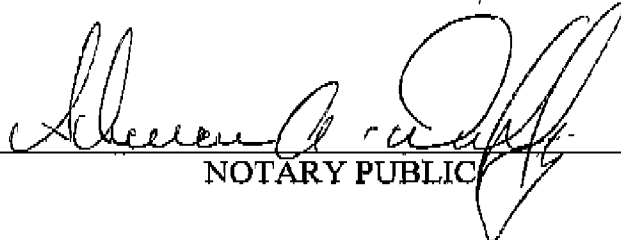
Sharon A. Duff
(type or print name)

ACKNOWLEDGEMENT

STATE OF NEW YORK

COUNTY OF Broome

BE IT KNOWN, that on this 19 day of October, 2004, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and County aforesaid, personally came and appeared Burton Koffman appearing herein in the capacity of ~~President~~ President of EMPIRE PLASTICS, INC., to me personally known to be the identical person whose name is subscribed on the foregoing instrument as the said officer of said corporation and who declared and acknowledged unto me, Notary, in the presence of the undersigned competent witnesses that he executed the same on behalf of said corporation with the full authority of its Board of Directors, and that said instrument is the free act and deed of said corporation for the uses, purposes and benefits therein expressed.



NOTARY PUBLIC

#589912 v2

SHARON A. DUFFY
NOTARY PUBLIC, State of New York
No. 01DU6022272
Qualified In Broome County
Commission Expires March 29, 2007

Schedule A

<u>Trademark</u>	<u>Reg. No./Serial No.</u>	<u>Filing Date/Reg. Date</u>
BOLTARON	78/381,123	March 9, 2004
SURPRINT	76/334,117	November 6, 2001
TRUPRINT	2,000,265	September 10, 2006
IR-TRUBLOCK	2,774,641	October 21, 2003
RIGIWALL	76/592,459	May 17, 2004