

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Truebro, Inc.		12/02/2004	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA

Name:	Watertite Products, Inc.
Street Address:	202 Industrial Park Lane
City:	Collierville
State/Country:	TENNESSEE
Postal Code:	38017
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2575651	TRUEBRO
Registration Number:	2671795	TB
Registration Number:	2433102	TRAP WRAP
Registration Number:	2027294	LAV GUARD
Registration Number:	2010043	LAV SHIELD

CORRESPONDENCE DATA

Fax Number: (704)444-1111

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 704 444 1000

Email: mpoveromo@alston.com

Correspondent Name: Robert N. Rust, IV

Address Line 1: 101 South Tryon Street, Suite 4000

Address Line 2: Bank of America Plaza

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:

Robert N. Rust, IV

Total Attachments: 5

900016287

TRADEMARK
REEL: 002986 FRAME: 0110

OP \$140.00 2575651

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ASSIGNMENT AND TRANSFER OF TRADEMARKS

This ASSIGNMENT AND TRANSFER OF TRADEMARKS (this "Assignment") is made and entered into as of December 2, 2004, by and between Truebro, Inc., a Connecticut corporation ("Seller"), and Watertite Products, Inc., a California corporation (the "Buyer"). Capitalized terms used but not defined herein have the meaning assigned to them in the Purchase Agreement (as defined below).

WITNESSETH:

A. Buyer, Seller, Thomas Trueb and Steven Trueb are parties to that certain Agreement for Purchase of Assets dated the date hereof (the "Purchase Agreement").

B. The Purchase Agreement requires the execution and delivery of this Assignment as a condition to the closing of the transactions contemplated by the Purchase Agreement.

C. The Seller is the owner of the trademarks identified on Exhibit A hereto, and is the owner of the registrations of such trademarks identified on said Exhibit A, and the Seller desires to assign such trademarks and registrations to the Buyer.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer hereby agree as follows:

1. Assignment. The Seller hereby grants, sells, conveys, transfers, assigns, bargains, delivers and relinquishes exclusively to Buyer, in perpetuity, all of its right, title, and interest in and to all of the Seller's trademarks and registrations identified on Exhibit A, together with (a) the registrations of said trademarks identified on said Exhibit A, (b) the goodwill of the Business symbolized by said trademarks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said trademarks or the registrations thereof or associated goodwill.
2. Recordation. In order to record this Assignment with the United States Patent and Trademark Office (the "PTO"), the parties hereto shall execute this Assignment and the Seller shall execute the Recordation Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, the Buyer shall record the executed Recordation Form Cover Sheet with the PTO, together with any schedules and exhibits thereto, including, but not limited to, this Assignment and Exhibit A hereto. In order to record this Assignment with the appropriate governmental or regulatory authorities, agencies or offices of any other country ("Foreign Offices"), the parties hereto shall execute this Assignment and any other agreement, document or instrument of assignment necessary and appropriate to record the assignment effected hereby in any Foreign Office.
3. Power of Attorney. The Seller does hereby make, constitute and appoint the Buyer (and any officer or agent of the Buyer as the Buyer may select in its exclusive discretion) as the Seller's true and lawful attorney-in-fact, with the power to endorse the Seller's name

on all applications, documents, papers and instruments necessary to implement and effect fully the express intentions, purposes and provisions of this Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO and Foreign Offices; provided, that the Buyer shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that the Seller has failed to take such action at the request of the Buyer and following 10 days prior written notice to the Seller of the exercise of such rights. This power of attorney shall be irrevocable.

4. Other Matters. This Assignment is made subject to and together with the representations, warranties, covenants and agreements specifically provided in the Purchase Agreement. The undersigned hereby covenant and agree to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered to the other party, its successors and assigns, all such further acts, assignments, transfers, conveyances and assurances that may be reasonably requested by such party for the sale, assignment, transfer, conveyance and delivery of the trademarks and trademark registrations identified on Exhibit A.
5. Governing Law. The validity of this Assignment shall be governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts executed and to be performed in that state.
6. Successors and Assigns. This Assignment shall bind Seller and its successors and assigns and inure to the benefit of Buyer and its successors and assigns.

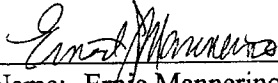
(Signatures Appear on Following Page)

Signature Page to the Assignment and Transfer of Patents

This Assignment is executed and delivered effective as of the date first set forth above.

BUYER:

WATERTITE PRODUCTS, INC.

By: 
Name: Ernie Mannerino
Title: President

SELLER:

TRUEBRO, INC.

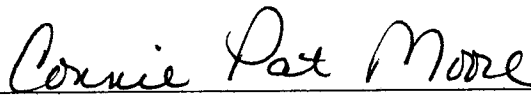
By: _____
Name: Steven Trueb
Title: President

STATE OF Tennessee

COUNTY OF Shelby

§
§ ss.
§

Subscribed and sworn to before me this 1 day of Dec., 2004.


Notary Public

My Commission Expires June 7, 2006

Signature Page to the Assignment and Transfer of Trademarks

This Assignment is executed and delivered effective as of the date first set forth above.

BUYER:

WATERTITE PRODUCTS, INC.

By: _____
Name: Ernie Mannerino
Title: President

SELLER:

TRUEBRO, INC.

By: _____
Name: Steven Trueb
Title: President

STATE OF Connecticut
COUNTY OF Hartford

§
§ ss.
§

Subscribed and sworn to before me this 18 day of December, 2004.

Kristin A. Lukas
Notary Public

KRISTIN A. LUKAS
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2008

Exhibit A

Trademarks and Trademark Registrations

UNITED STATES TRADEMARKS

Registration No.	Trademark
2575651	TRUEBRO (Word Mark)
2671795	TB (Word Mark and Design)
2433102	TRAP WRAP (Word Mark)
2027294	LAV GUARD (Word Mark)
2010043	LAV SHIELD (Word Mark)

CANADIAN TRADEMARKS

Registration No.	Trademark
589,330	TRUEBRO (Word Mark)
491,792	LAV GUARD (Word Mark)
506,305	LAV SHIELD (Word Mark)

EUROPEAN COMMUNITY TRADEMARKS

Registration No.	Trademark
002233849	TRUEBRO (Word Mark)
002756187	TB (Word Mark and Design)