

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Excello Speciality Company

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

Citizenship (see guidelines) Ohio

Execution Date(s) 12/03/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Mr. Robert J. Burns

Internal

Address: Key Corporate Capital, Inc.

Street Address: 127 Public Square, 2nd Fl.

City: Cleveland

State: Ohio

Country: USA Zip: 44114

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Michigan
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED LIST

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Walter S. Holzer

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland

State: Ohio Zip: 44114-1190

Phone Number: 216-586-3939

Fax Number: 216-579-0212

Email Address: wsholzer@jonesday.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501432

Authorized User Name James R. Mix

9. Signature:



Signature

02/05/05
Date

James R. Mix (int. ref. 447363-600-002)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$240.00 501432 2871891

TRADEMARKS

| | Trademark Registration No. | Date | Mark |
|----|---------------------------------------|-------------|---------------|
| 1. | 2,871,891 | 08/10/04 | XLO |
| 2. | 2,480,398 | 08/21/01 | SRB |
| 3. | 2,032,905 | 01/21/97 | EXPANDO |
| 4. | 1,582,537 | 02/13/90 | KONTOUR |
| 5. | 1,365,585 | 10/15/85 | FOIL-KOTE |
| 6. | 1,342,056 | 06/18/85 | XLO |
| 7. | 1,319,371 | 02/12/85 | SLIP 'N PLACE |
| 8. | 1,240,342 | 05/31/83 | ZONE-KOTE |
| 9. | 0,773,212 | 07/14/64 | XLO |

Execution CopyTRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") dated as of December 3, 2004 (the "*Effective Date*"), is made by and between The Excello Specialty Company, an Ohio corporation ("*Assignor*"), and Key Corporate Capital, Inc., a Michigan corporation ("*Assignee*").

WHEREAS, Assignor is the owner of right, title or interest in, to and under trademarks, trade names, service marks and other things used to identify, distinguish and indicate the source or origin of goods or services, United States registrations and applications for registration of the foregoing and foreign counterparts and equivalents thereto, existing now or in the future, and including, but not limited to, those trademark registrations and applications for trademark registration set forth on Schedule A, any registrations issuing therefrom and all renewals of any of the foregoing (all of the foregoing collectively, the "*Trademarks*") and the goodwill associated with all of the foregoing;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the State of Ohio trade name registrations and applications for registration of trade names identified and set forth on Schedule B (all of the foregoing collectively, the "*Trade Names*") and the goodwill associated with all of the foregoing;

WHEREAS, Assignor is indebted to Assignee for payments due on various debts and leases (the "*Debt*");

WHEREAS, Assignor executed and delivered to Assignee certain security agreements granting, pledging and assigning a security interest in essentially all of the Companies' assets, including, it is believed, the Trademarks and the Trade Names (together with related instruments, financing statements and agreements, the "*Security Documents*");

WHEREAS, pursuant to the Security Documents, it was intended that Assignee obtain and hold a perfected lien and security interest in the Trademarks and the Trade Names as security for the obligations of Assignor to Assignee evidenced by the Debt and additional sums due pursuant to the Security Documents;

WHEREAS, Assignor has failed to make certain payments that are past due and payable and is in default under the Security Documents and under that certain Forbearance Agreement previously entered into by Assignor and Assignee;

WHEREAS, Assignor has requested that Assignee address Assignor's default by, among other things, providing for the transfer and conveyance of the Trademarks and the Trade Names to Assignee in order to avoid the financial hardship and damage to the Assignor's reputation that would result from institution of proceedings to foreclose the lien of the Security Documents presently encumbering the Assignor's assets, including the Trademarks and the Trade Names, and the institution of other proceedings with respect to the Security Documents; and

WHEREAS, Assignee wishes to accept the conveyance of the Trademarks and the Trade Names under this Agreement to avoid the necessity of litigation, foreclosure, and the delays associated therewith and to avoid the delays associated with the Assignor's statutory redemption

rights, and Assignee acknowledges that the provisions of this Agreement directly benefit Assignee in this regard.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Trade Names, together with the goodwill of the business in connection with which the Trademarks and the Trade Names are used, all trademark registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, and all trade name registrations and applications therefor in the State of Ohio, including any renewals and extensions of the registrations that are or may be secured under the laws of the State of Ohio, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks or the Trade Names, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on Assignor's and Assignee's behalf and in Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee, its successors and assigns, to effect the conveyance to the Assignee, its successors and assigns, of the title and rights whose conveyance is made hereby, and to enable such title and rights to be recorded in the United States, all foreign countries and the State of Ohio, and to enable Assignee to sustain or renew said Trademarks and Trade Names transferred, and to maintain, perfect, support and protect the right, title and interest of Assignee, its successors and assigns, in and to said Trademarks and Trade Names and any trademark or trade name registration granted in connection therewith.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor authorizes and requests the Ohio Secretary of State to record Assignee as the assignee and owner of the Trade Names, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the

execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required) in connection with: (1) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks or Trade Names; (2) prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks or Trade Names, including, without limitation, testifying as to any facts relating to the Trademarks or Trade Names assigned herein and this Assignment; (3) obtaining any additional trademark or trade name protection for the Trademarks and Trade Names that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, all foreign countries or the State of Ohio; and (4) implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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KEY CORPORATE CAPITAL, INC.

By: [Signature]
Name: Michael V. S. [Signature]
Title: Authorized Signer

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 3rd day of December, 2004 before me Michael Laghi, known to me to be Authorized Signer of Key Corporate Capital, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Key Corporate Capital, Inc.

[Signature]
Notary Public:
My commission expires:

ROBERT J. GIBBS Attorney-At-Law
Notary Public State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

SCHEDULE A
TRADEMARKS

| Country | Trademark/ Serial # | Date | Mark | Status |
|---------------|------------------------|----------|---------------|------------|
| US | 0773212 | 07/14/64 | XLO | Registered |
| US | 1240342 | 05/31/83 | ZONE-KOTE | Registered |
| US | 1319371 | 02/12/85 | SLIP 'N PLACE | Registered |
| US | 1342056 | 06/18/85 | XLO | Registered |
| US | 1365585 | 10/15/85 | FOIL-KOTE | Registered |
| US | 1582537 | 02/13/90 | KONTOUR | Registered |
| US | 2032905 | 01/21/97 | EXPANDO | Registered |
| US | 2480398 | 08/21/01 | SRB | Registered |
| US | 2871891 | 08/10/04 | XLO | Registered |
| Brazil | 820540862 | 11/16/99 | KONTOUR | |
| Brazil | 822288168 | 12/15/99 | SRB | |
| Brazil | 820588008 | 05/02/02 | XLO | |
| Brazil | 820540854 | 11/16/99 | ZONE-KOTE | |
| EU | 00990135 | 01/14/00 | KONTOUR | Registered |
| EU | 001403153 | 11/27/00 | SRB | Registered |
| EU | 001403153 | 11/27/00 | XLO | Registered |
| EU | 000990556 | 01/13/00 | ZONE-KOTE | Registered |
| Great Britain | 2145384 | 07/20/01 | KONTOUR | Registered |
| Great Britain | 2145387 | 03/06/98 | XLO | Registered |
| Great Britain | 2145387 | 03/13/98 | ZONE-KOTE | Registered |
| Japan | 4432561 | 11/07/00 | KONTOUR | Registered |
| Japan | 4671680 | 05/16/03 | SRB | Registered |
| Japan | 4432562 | 11/17/00 | XLO | Registered |
| Japan | 4432560 | 11/17/00 | ZONE-KOTE | Registered |

SCHEDULE B

TRADE NAMES

| State | Registration # | Date | Business Name | Status |
|-------|----------------|----------|--------------------------------|--------|
| Ohio | RN247136 | 04/01/98 | THE EXCELLO GROUP OF COMPANIES | Active |
| Ohio | RN242265 | 12/19/97 | THE EXCELLO GROUP | Active |
| Ohio | RN242151 | 12/19/97 | THE XLO GROUP | Active |
| Ohio | RN247135 | 04/01/98 | THE XLO GROUP OF COMPANIES | Active |
| Ohio | RN242266 | 12/19/97 | XLO | Active |
| Ohio | 1400496 | 07/18/03 | XLO CLEVELAND | Active |
| Ohio | 1132860 | 01/08/00 | XLO GROUP | Active |