

6/30/04

07-02-2004

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨

RECO
TR



102782481

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

LaFarge Road Marking, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: February 9, 2004

2. Name and address of receiving party(ies)

Name: M-B Companies, Inc. of Wisconsin

Internal

Address:

Street Address: 1615 Wisconsin Avenue

City: New Holstein State: WI Zip: 53061

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

(See attached Exhibit A)

B. Trademark Registration No.(s)

(See attached Exhibit A)

Additional number(s) attached Yes No

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

Name: Larry K. Libman, Esq.

Internal Address:

Street Address: P.O. Box 1767

City: Madison State: WI Zip: 53701-1767

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41): \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Brian D. Anderson, Esq.

Name of Person Signing

Signature

June 24, 2004

Date

Total number of pages including cover sheet, attachments, and document: 7

07/01/2004 NSBTACHE 00000004 75912077

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

01 FC:8521
02 FC:8522

40.00 OP
175.00 OP

700149829

TRADEMARK
REEL: 003020 FRAME: 0390

EXHIBIT A**ASSIGNED TRADEMARKS**

| Status | Serial No. | Filed | Reg. No. | Registered | Mark: |
|---------------|-------------------|--------------|-----------------|-------------------|---|
| Issued | 75/912077 | 2/7/2000 | 2481798 | 8/28/2001 | MISCELLANEOUS DESIGN (spray gun design) |
| Issued | 75/537217 | 8/14/1998 | 2349473 | 5/16/2000 | KAMBER |
| Issued | 76/335371 | 11/7/2001 | 2598010 | 7/23/2002 | ZEUS |
| Pending | 78/181332 | 11/4/2002 | | | TITAN |
| Issued | 75/478783 | 5/4/1998 | 2374248 | 8/8/2000 | LINEAR DYNAMICS INC. |
| Issued | 73/722888 | 4/18/1988 | 1511547 | 11/8/1988 | LINEAR DYNAMICS INC. |
| Issued | 74/206394 | 9/23/1991 | 1857696 | 10/11/1994 | LINEAR DYNAMICS INC. |
| Pending | 78/187131 | 11/20/2002 | | | APOLLO |

EXECUTION COPY**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 9, 2004, by and between M-B COMPANIES, INC. OF WISCONSIN ("Buyer") and LAFARGE ROAD MARKING, INC. ("Seller"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement (as defined below).

WITNESSETH:

WHEREAS, the Parties are parties to that certain Purchase and Sale Agreement dated as of January 30, 2004 (as the same may be amended, the "Purchase and Sale Agreement") pursuant to which Buyer is to acquire all of Seller's right, title and interest in and to certain assets, including the Trademarks listed on Schedule I hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the Purchase Price provided for in, and the other terms and conditions of, the Purchase and Sale Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and accepts from Seller, all of Seller's right, title and interest in and to the Assigned Trademarks, and all goodwill associated with the Assigned Trademarks and symbolized thereby. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Purchase and Sale Agreement (which Purchase and Sale Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Purchase and Sale Agreement).

2. Cooperation and Recordation. The Parties agree that Buyer may record this Agreement (but not the Purchase and Sale Agreement) in the United States Patent and Trademark Office, and shall be responsible for all expenses and costs associated therewith. Seller hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States issue to, and record in the name of, Buyer all right, title, and interest in and to the Assigned Trademarks.

3. Miscellaneous. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within that State, without reference to its conflict of laws rules. Any provision of this Agreement may only be amended, modified, waived or supplemented in whole or in part at any time by an agreement in writing among the Parties executed in the same manner as this Agreement. No failure on the part of any Party to exercise, and no delay in exercising, any right shall operate as waiver thereof, nor shall any single or partial exercise by either Party of any right preclude any other or


future exercise thereof or the exercise of any other right. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

* * *

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

M-B COMPANIES, INC. OF WISCONSIN

By: 
Terrence J. Cosgrove
President

LAFARGE ROAD MARKING, INC.

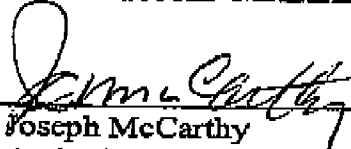
By: _____
Joseph McCarthy
Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

M-B COMPANIES, INC. OF WISCONSIN

By: _____
Terrence J. Cosgrove
President

LAFARGE ROAD MARKING, INC.

By:  _____
Joseph McCarthy
Authorized Signatory

SCHEDULE I**Registered Trademarks**

| NAME | NUMBER | REG DATE |
|--|---------------|-----------------|
| MISCELLANEOUS DESIGN (spray gun design) | 2481798 | 8/28/2001 |
| ZEUS | 2598010 | 7/23/2002 |
| KAMBER | 2349473 | 5/16/2000 |
| LINEAR DYNAMICS INC. | 2374248 | 8/8/2000 |
| LINEAR DYNAMICS INC. | 1511547 | 11/8/1988 |
| PRISMO | 762597 | 1/17/1964 |
| PRISMO | TMA102786 | 3/2/1956 |
| PRISMO | UCA19565 | 6/29/1944 |
| LINEAR DYNAMICS INC. | 1857696 | 10/11/1994 |

Pending Trademarks

| NAME | FILING DATE | S/N |
|-------------------------------|--------------------|------------|
| TITAN | 11/4/2002 | 78/181332 |
| HERCULES (Chinese characters) | 11/25/2002 | 3381434 |
| HERCULES | 11/25/2002 | 3381436 |
| TITAN (Chinese characters) | 11/25/2002 | 3381435 |
| TITAN | 11/25/2002 | 3381437 |
| APOLLO | 11/20/2002 | 78/187131 |