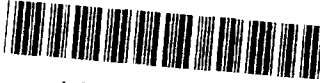


10-20-2004



102863471

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. 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):  
Pliant Solutions Corporation

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: September 30, 2004

2. Name and address of receiving party(ies)  
Name: Kittrich Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 14555 Alondra Blvd.  
City: La Mirada State: CA Zip: 90638

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

OFFICE OF PUBLIC RELATIONS  
2004 OCT 15 PM 12:06  
FINANCE SECTION

10/15/04

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

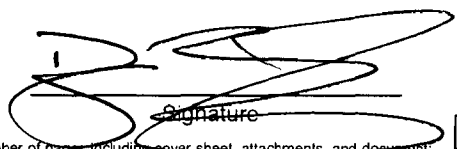
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brian R. McGinley  
Internal Address: Sonnenschein Nath & Rosenthal LLP  
Street Address: PO Box #061080  
Wacker Drive Station, Sears Tower  
City: Chicago State: IL Zip: 60606-1080

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41).....\$ 1,440.00  
 Enclosed  
 Authorized to be charged to deposit account

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

DO NOT USE THIS SPACE

9. Signature.  
Brian R. McGinley            October 12, 2004  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 10

10/19/2004 6TON11 00000084 74507568  
01 FC:8521 40.00 OP  
02 FC:8522 1400.00 OP

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

TRADEMARK  
REEL: 003061 FRAME: 0572

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Continuation of item 4

| Trademark                | Reg No  | App No    |
|--------------------------|---------|-----------|
| BORDER-PRINT             | --      | 74/507568 |
| CEDAR EASE               | --      | 76/599754 |
| COBRA                    | 1516393 | --        |
| CON-TACT                 | 630599  | --        |
| CON-TACT                 | 642136  | --        |
| CON-TACT                 | 998439  | --        |
| CON-TACT (Stylized)      | 615845  | --        |
| CON-TACT (Stylized)      | 627275  | --        |
| CON-TACT (Stylized)      | 658898  | --        |
| CON-TACT TOP             | 692296  | --        |
| CON-TACT BRAND METAL FX  | --      | 76/586491 |
| CON-TACT CRYSTAL CLING   | --      | 78/192656 |
| CON-TACT GRIP LINER      | 2401497 | --        |
| COREL                    | --      | 74/461462 |
| CRAF-TACT                | --      | 78/269596 |
| DECO GUARD               | --      | 74/520718 |
| DECO GUARD               | --      | 75/437424 |
| DECORA                   | --      | 73/481620 |
| DECORA                   | 1438747 | --        |
| DECORA                   | 1594164 | --        |
| DECORA                   | 2065354 | --        |
| DECORA ART               | 2168574 | --        |
| DECORA BOOK ART          | --      | 75/209362 |
| DECORA GLASS ART         | 2157664 | --        |
| DECORA OFFICE ART        | --      | 75/211402 |
| DECORA TILE ART          | 2159670 | --        |
| DECORA WALL ART          | 2149797 | --        |
| DECORA WALL ART FOR KIDS | --      | 75/211401 |
| DECOREASE                | --      | 74/549787 |
| DECOTAC                  | 2153000 | --        |
| EASY PRINTS              | 1871899 | --        |
| EASY STENCIL             | --      | 74/463782 |
| EASY TRANSFER            | --      | 74/357863 |
| EASYTAC                  | --      | 74/430439 |
| EASYTAC                  | 1932035 | --        |
| EASYTEX                  | --      | 74/453851 |
| EASYTEX                  | --      | 74/453852 |
| FROSTY                   | 2377388 | --        |
| IDEAS BY THE ROOMFUL     | 2332543 | --        |
| NEW PAINT                | --      | 74/291961 |
| NOMESS PAINT             | --      | 74/291977 |
| NU PAINT                 | --      | 74/291960 |
| PATTERNPAINT             | --      | 74/291976 |
| READI-WRITE              | --      | 78/193595 |
| STENCIL-PRINT            | --      | 74/507569 |
| THE EXTREME BOOKCOVER    | --      | 75/393717 |
| THE INSTANT DECORATOR    | --      | 75/246771 |
| THE ULTIMATE BOOKCOVER   | --      | 75/393810 |
| THE ULTIMATE DOODLECOVER | --      | 75/393787 |
| THIN-FLEX                | --      | 74/324919 |
| TILEART                  | --      | 75/184875 |
| USAFIX                   | --      | 74/281094 |

RECORDATION FORM COVER SHEET

Trademarks Only

Continuation of item 4

| <b>Trademark</b>           | <b>Reg No</b> | <b>App No</b> |
|----------------------------|---------------|---------------|
| WALLPAPER FOR WINDOWS      | 2376441       | --            |
| WE ARE HOME                | 2525677       | --            |
| WEARLON                    | 1813855       | --            |
| WEARLON                    | 1869137       | --            |
| WHERE TECHNOLOGY DECORATES | 2178269       | --            |

**IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

THIS IP TRANSITION SERVICES AND CONSULTING AGREEMENT (this "Agreement") dated this 7<sup>th</sup> day of September, 2004, is entered into by and among PLIANT SOLUTIONS CORPORATION, a Utah corporation (hereinafter "Seller") and KITTRICH CORPORATION, a California corporation (hereinafter "Buyer"), pursuant to that certain Agreement for Purchase and Sale of Assets (the "Sale Agreement"), executed on July 12, 2004.

**RECITALS**

WHEREAS, pursuant to the Sale Agreement and as an inducement to Buyer to consummate its purchase of the Assets, Seller has agreed to be retained at the closing of the transactions contemplated by the Sale Agreement (the "Closing") to provide transition and consulting services related to (i) the Business (defined in the Sale Agreement) and (ii) the intellectual property set forth on Exhibit A attached hereto (the "Service IP") to the extent set forth below; and

WHEREAS, Buyer desires to retain the services and valuable expertise of Seller and Seller desires to be retained by Buyer.

Accordingly, the parties agree as follows:

1. **Transition and Consulting Period.** Buyer hereby agrees to retain Seller to serve, and Seller hereby agrees to serve, in an advisory and consulting capacity with respect to the Business and the Service IP on the terms and conditions hereinafter set forth for a term (the "Consulting Period"), commencing on the Closing Date (as defined in the Sale Agreement) and ending on the date that is six (6) months after the Closing Date.
2. **Duties.** During the Consulting Period, Seller shall render to Buyer such advisory and consulting services as Buyer shall from time to time request. Seller shall perform such services at such place and at such time as Buyer shall from time to time request, it being understood and agreed, however, that Buyer shall provide reasonable notification of such request and that Seller shall not be responsible for the day-to-day management of Buyer nor for the implementation of any management policies or strategies. The parties agree that Seller is not retained to replace or supplant the officers and directors of Buyer. Seller shall provide Buyer reasonable access to James Harder during the term of the Consulting Period, so long as Mr. Harder remains in the employment of Seller or its affiliates. If Mr. Harder is not in the employ of Seller or its affiliates when services are requested, then Seller shall use reasonable commercial efforts to obtain for Buyer the services of other senior executives of Seller and its affiliates with experience comparable to that of Mr. Harder. Buyer agrees that the performance of Seller's duties shall not require the full time or attention of Mr. Harder or his replacement and that most consulting services will be rendered by phone and mail, although periodic site visits may be required.
3. **Consulting and Service Fees.** In consideration for the services provided in this Agreement, Buyer agrees to pay Seller a consulting and service fee in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Service Payment"). Subject to the accelerated payment for an early termination pursuant to Section 6(b) below, the Service

Payment shall be paid in thirty-five (35) equal monthly installments of one hundred thousand dollars (\$100,000) per month (the "Service Payments"). The first payment will be made thirty (30) days from the execution of this Agreement and all payments thereafter will be due on the same day of the month as the first payment, for a total of thirty-five (35) payments. Each of the Service Payments will be made in United States Dollars drawn on a United States bank. Buyer shall have the right to offset from Service Payments due hereunder amounts fully and finally determined to be owed to Buyer from Seller under the Sale Agreement for (i) purchased accounts receivable decreases pursuant to Section 1.6 of the Sale Agreement, (ii) any Asset Value Adjustment owed to Buyer pursuant to Section 1.5 of the Sale Agreement and (iii) any claim made by Buyer against Seller for indemnification pursuant to Article XI of the Sale Agreement. In the event Buyer in good faith believes there is a claim for offset from Service Payments due hereunder, prior to full and final determination of such offset amount, Buyer may, after all applicable notice periods and notice of dispute of such claim from Seller, deposit such Service Payments into a mutually agreed upon escrow account established by the parties hereto. Upon full and final determination of any amount to be offset, such final offset amount, plus any applicable interest on such amount, shall be returned to Buyer and any remaining amount in the escrow account shall be delivered to Seller as the required Service Payment.

4. Security for Payment. To secure the payment by Buyer of the Service Payment, Buyer hereby grants to Seller a first priority security interest in and to and lien against the Service IP, which security interest shall continue until the entire Service Payment (less any offset pursuant to Section 3 of this Agreement) due to Seller under this Agreement is fully paid for in cash. Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. Within ten (10) business days following payment in full by Buyer to Seller of the entire Service Payment (less any offset pursuant to Section 3 of this Agreement) due to Seller under this Agreement, Seller shall execute and deliver to Buyer such instruments as Buyer requests to release such security interest.

5. Late Payments. Late Service Payments will accrue interest at the rate of one percent (1%) per month until paid in full (the "Late Fee"). In the event a Service Payment is not received by Seller within five (5) days of the date such Service Payment is due, Seller will send a notice to Buyer regarding such Service Payment. Notwithstanding the foregoing, Late Fees shall accrue from the date which is five (5) days from the date the Service Payments are due.

6. Termination.

a) If Buyer fails to make three consecutive Service Payments when due, either in cash or by offset as provided herein, then Seller may terminate this Agreement with notice to Buyer and, as damages for such early termination, Buyer shall pay to Seller, in cash at termination, an amount equal to: (i) the total Service Payment, minus (ii) an amount equal to the aggregate monthly Service Payments the Buyer has remitted to Seller up to the date of termination plus any offset pursuant to Section 3 of this Agreement, not including any interest thereon or other late fees (the "Termination Payment").

b) Buyer may elect to cancel this Agreement and the security interest granted in Section 4 above at any time, upon written notice to Seller, which termination and lien

removal will be effective upon the payment by Buyer to Seller, in cash, of an amount equal to the Termination Payment.

7. Sale Agreement. All terms of the Sale Agreement, including the representation, warranty, and indemnification provisions therein, as well as the miscellaneous provisions of Section 12 thereof, shall apply with full force and effect to this Agreement. To the extent any term or provision of this Agreement conflicts with any term of the Sale Agreement, the terms of the Sale Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and date first hereinabove written.

**SELLER:**

PLIANT SOLUTIONS CORPORATION

By: James Harder

Name: JAMES HARDER

Title: General Manager

**BUYER:**

KITTRICH CORPORATION

By: [Signature]

Name: Robert Friedland

Title: Pres

**Pliant Solutions Corp.****Exhibit A****IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

|     | <b>Trademark</b>           | <b>Country</b>     | <b>Status</b> | <b>Reg No</b> | <b>App No</b> |
|-----|----------------------------|--------------------|---------------|---------------|---------------|
| 1.  | BORDER-PRINT               | United States      | Abandoned     |               | 74/507568     |
| 2.  | CEDAR EASE                 | Canada             | Pending       |               |               |
| 3.  | CEDAR EASE                 | United States      | Pending       |               |               |
| 4.  | COBRA                      | United States      | Registered    | 1516393       |               |
| 5.  | COMARK CON-TACT (stylized) | Germany            | Registered    | 707559        |               |
| 6.  | CONFIDENTIAL SET           | Canada             | Registered    | TMA 371819    |               |
| 7.  | CON-TAC (Stylized)         | Sweden             | Registered    | 83150         |               |
| 8.  | CONTACT                    | Canada             | Registered    | TMA 114963    |               |
| 9.  | CONTACT                    | Chile              | Registered    | 495114        |               |
| 10. | CON-TACT                   | Albania            | Registered    | 656799        |               |
| 11. | CON-TACT                   | Algeria            | Registered    | 656799        |               |
| 12. | CON-TACT                   | Argentina          | Pending       |               | 2365406       |
| 13. | CON-TACT                   | Armenia            | Registered    | 656799        |               |
| 14. | CON-TACT                   | Austria            | Registered    | 35643         |               |
| 15. | CON-TACT                   | Austria            | Registered    | 656799        |               |
| 16. | CON-TACT                   | Azerbaijan         | Registered    | 656799        |               |
| 17. | CON-TACT                   | Bahamas            | Registered    | 6893          |               |
| 18. | CON-TACT                   | Bangladesh         | Registered    | 6034          |               |
| 19. | CON-TACT                   | Belarus            | Registered    | 656799        |               |
| 20. | CON-TACT                   | Benelux            | Registered    | 580303        |               |
| 21. | CON-TACT                   | Bolivia            | Registered    | 39129C        |               |
| 22. | CON-TACT                   | Bosnia-Herzegovina | Registered    | 656799        |               |
| 23. | CON-TACT                   | Brazil             | Registered    | 811729265     |               |
| 24. | CON-TACT                   | Bulgaria           | Registered    | 656799        |               |
| 25. | CON-TACT                   | Chile              | Registered    | 411605        |               |
| 26. | CON-TACT                   | Chile              | Registered    | 506504        |               |
| 27. | CON-TACT                   | China              | Registered    | 656799        |               |
| 28. | CON-TACT                   | Colombia           | Registered    | 53299         |               |
| 29. | CON-TACT                   | Croatia            | Registered    | Z960649       |               |
| 30. | CON-TACT                   | Croatia            | Registered    | 656799        |               |
| 31. | CON-TACT                   | Cuba               | Registered    | 656799        |               |
| 32. | CON-TACT                   | Czech Republic     | Registered    | 656799        |               |
| 33. | CON-TACT                   | Ecuador            | Registered    | 815-76        |               |
| 34. | CON-TACT                   | Egypt              | Registered    | 656799        |               |
| 35. | CON-TACT                   | Egypt              | Registered    | 656799        |               |
| 36. | CON-TACT                   | Estonia            | Registered    | 656799        |               |
| 37. | CON-TACT                   | Europe             | Registered    | 990804        |               |
| 38. | CON-TACT                   | France             | Registered    | 656799        |               |
| 39. | CON-TACT                   | France             | Registered    | 1584344       |               |
| 40. | CON-TACT                   | Germany            | Registered    | 656799        |               |
| 41. | CON-TACT                   | Greece             | Registered    | 47147         |               |
| 42. | CON-TACT                   | Guatemala          | Registered    | 43502         |               |
| 43. | CON-TACT                   | Honduras           | Registered    | 18998         |               |
| 44. | CON-TACT                   | Hungary            | Registered    | 656799        |               |
| 45. | CON-TACT                   | Indonesia          | Registered    | 262437        |               |
| 46. | CON-TACT                   | International      | Registered    | 656799        |               |
| 47. | CON-TACT                   | Iran               | Registered    | 36705         |               |
| 48. | CON-TACT                   | Ireland            | Registered    | B81381        |               |
| 49. | CON-TACT                   | Ireland            | Registered    | B81382        |               |
| 50. | CON-TACT                   | Ireland            | Registered    | B81383        |               |
| 51. | CON-TACT                   | Italy              | Registered    | 656799        |               |
| 52. | CON-TACT                   | Italy              | Registered    | 726993        |               |
| 53. | CON-TACT                   | Japan              | Registered    | 2567801       |               |
| 54. | CON-TACT                   | Jordan             | Registered    | 45518         |               |
| 55. | CON-TACT                   | Kazakhstan         | Registered    | 656799        |               |

Prepared by SONNENSCHN NATH &amp; ROSENTHAL LLP

June 14, 2004

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21172976V-3

**TRADEMARK**  
**REEL: 003061 FRAME: 0578**

**Pliant Solutions Corp.****Exhibit A****IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

|      | <b>Trademark</b> | <b>Country</b>           | <b>Status</b> | <b>Reg No</b> | <b>App No</b> |
|------|------------------|--------------------------|---------------|---------------|---------------|
| 56.  | CON-TACT         | Kyrgyzstan               | Registered    | 656799        |               |
| 57.  | CON-TACT         | Latvia                   | Registered    | 656799        |               |
| 58.  | CON-TACT         | Liberia                  | Registered    | 656799        |               |
| 59.  | CON-TACT         | Liechtenstein            | Registered    | 656799        |               |
| 60.  | CON-TACT         | Macedonia                | Registered    | 656799        |               |
| 61.  | CON-TACT         | Mexico                   | Registered    | 87216         |               |
| 62.  | CON-TACT         | Mexico                   | Registered    | 226422        |               |
| 63.  | CON-TACT         | Mexico                   | Registered    | 242098        |               |
| 64.  | CON-TACT         | Moldova                  | Registered    | 656799        |               |
| 65.  | CON-TACT         | Monaco                   | Registered    | 656799        |               |
| 66.  | CON-TACT         | Mongolia                 | Registered    | 656799        |               |
| 67.  | CON-TACT         | Morocco                  | Registered    | 656799        |               |
| 68.  | CON-TACT         | Namibia                  | Registered    | 6361931       |               |
| 69.  | CON-TACT         | Namibia                  | Registered    | 6361932       |               |
| 70.  | CON-TACT         | New Zealand              | Registered    | B61767        |               |
| 71.  | CON-TACT         | Nicaragua                | Registered    | 26360         |               |
| 72.  | CON-TACT         | North Korea              | Registered    | 656799        |               |
| 73.  | CON-TACT         | Norway                   | Registered    | 49719         |               |
| 74.  | CON-TACT         | Panama                   | Registered    | 16476         |               |
| 75.  | CON-TACT         | Paraguay                 | Registered    | 165200        |               |
| 76.  | CON-TACT         | Peru                     | Registered    | 69066         |               |
| 77.  | CON-TACT         | Philippines              | Registered    | 51604         |               |
| 78.  | CON-TACT         | Poland                   | Registered    | 656799        |               |
| 79.  | CON-TACT         | Portugal                 | Registered    | 171489        |               |
| 80.  | CON-TACT         | Portugal                 | Registered    | 656799        |               |
| 81.  | CON-TACT         | Puerto Rico              | Registered    | 17550         |               |
| 82.  | CON-TACT         | Romania                  | Registered    | 656799        |               |
| 83.  | CON-TACT         | Russian Federation       | Registered    | 656799        |               |
| 84.  | CON-TACT         | San Marino               | Registered    | 656799        |               |
| 85.  | CON-TACT         | Serbia and<br>Montenegro | Registered    | 21541         |               |
| 86.  | CON-TACT         | Serbia and<br>Montenegro | Registered    | 656799        |               |
| 87.  | CON-TACT         | Slovak Republic          | Registered    | 656799        |               |
| 88.  | CON-TACT         | Slovenia                 | Registered    | 656799        |               |
| 89.  | CON-TACT         | South Korea              | Registered    | 25052         |               |
| 90.  | CON-TACT         | Spain                    | Registered    | 294894        |               |
| 91.  | CON-TACT         | Spain                    | Registered    | 656799        |               |
| 92.  | CON-TACT         | Sri Lanka                | Registered    | 80173         |               |
| 93.  | CON-TACT         | Sudan                    | Registered    | 656799        |               |
| 94.  | CON-TACT         | Sweden                   | Registered    | 83150         |               |
| 95.  | CON-TACT         | Switzerland              | Registered    | 656799        |               |
| 96.  | CON-TACT         | Taiwan                   | Registered    | 52843         |               |
| 97.  | CON-TACT         | Tajikistan               | Registered    | 656799        |               |
| 98.  | CON-TACT         | Trinidad & Toba          | Registered    | B7116         |               |
| 99.  | CON-TACT         | Turkey                   | Registered    | 130700        |               |
| 100. | CON-TACT         | Ukraine                  | Registered    | 656799        |               |
| 101. | CON-TACT         | United Kingdom           | Registered    | B1051262      |               |
| 102. | CON-TACT         | United Kingdom           | Registered    | B890386       |               |
| 103. | CON-TACT         | United Kingdom           | Registered    | B890388       |               |
| 104. | CON-TACT         | United Kingdom           | Registered    | 890385        |               |
| 105. | CON-TACT         | United Kingdom           | Registered    | 890387        |               |
| 106. | CON-TACT         | United States            | Registered    | 630499        |               |
| 107. | CON-TACT         | United States            | Registered    | 630599        | 71/699344     |

Prepared by SONNENSCHN NATH &amp; ROSENTHAL LLP

June 14, 2004

2



**Pliant Solutions Corp.****Exhibit A****IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

|      | <b>Trademark</b>          | <b>Country</b> | <b>Status</b> | <b>Reg No</b> | <b>App No</b> |
|------|---------------------------|----------------|---------------|---------------|---------------|
| 108. | CON-TACT                  | United States  | Registered    | 642136        |               |
| 109. | CON-TACT                  | United States  | Registered    | 998439        |               |
| 110. | CON-TACT                  | Uzbekistan     | Registered    | 656799        |               |
| 111. | CON-TACT                  | Venezuela      | Registered    | 4021D         |               |
| 112. | CON-TACT                  | Venezuela      | Registered    | 32412         |               |
| 113. | CON-TACT                  | Venezuela      | Registered    | 315905F       |               |
| 114. | CON-TACT                  | Vietnam        | Registered    | 656799        |               |
| 115. | CON-TACT                  | Yugoslavia     | Registered    | 21541         |               |
| 116. | CON-TACT                  | Yugoslavia     | Registered    | 656799        |               |
| 117. | CON-TACT (Stylized)       | Australia      | Registered    | A123457       |               |
| 118. | CON-TACT (Stylized)       | Bahamas        | Registered    | 6893          |               |
| 119. | CON-TACT (Stylized)       | Benelux        | Registered    | 63506         |               |
| 120. | CON-TACT (Stylized)       | Brazil         | Pending       |               | 817153748     |
| 121. | CON-TACT (Stylized)       | Brazil         | Registered    | 3576736       |               |
| 122. | CON-TACT (Stylized)       | Brazil         | Registered    | 817153756     |               |
| 123. | CON-TACT (Stylized)       | Brazil         | Registered    | 817153764     |               |
| 124. | CON-TACT (Stylized)       | Canada         | Registered    | TMA114896     |               |
| 125. | CON-TACT (Stylized)       | Colombia       | Registered    | 53299         |               |
| 126. | CON-TACT (Stylized)       | Costa Rica     | Registered    | 22670         |               |
| 127. | CON-TACT (Stylized)       | Denmark        | Registered    | 587/57        |               |
| 128. | CON-TACT (Stylized)       | France         | Registered    | 1584344       |               |
| 129. | CON-TACT (Stylized)       | France         | Registered    | 1597745       |               |
| 130. | CON-TACT (Stylized)       | Germany        | Registered    | 619264        |               |
| 131. | CON-TACT (Stylized)       | Hong Kong      | Registered    | B1177         |               |
| 132. | CON-TACT (Stylized)       | India          | Registered    | 1942965       |               |
| 133. | CON-TACT (Stylized)       | Israel         | Registered    | 34299         |               |
| 134. | CON-TACT (Stylized)       | Italy          | Registered    | 726993        |               |
| 135. | CON-TACT (Stylized)       | Jamaica        | Registered    | B16000        |               |
| 136. | CON-TACT (Stylized)       | Jamaica        | Registered    | B17034        |               |
| 137. | CON-TACT (Stylized)       | Lesotho        | Registered    | LSM90/03432   |               |
| 138. | CON-TACT (STYLIZED)       | Pakistan       | Registered    | 104129        |               |
| 139. | CON-TACT (STYLIZED)       | Singapore      | Registered    | B53054        |               |
| 140. | CON-TACT (Stylized)       | Spain          | Registered    | 294894        |               |
| 141. | CON-TACT (Stylized)       | Switzerland    | Registered    | 280649        |               |
| 142. | CON-TACT (Stylized)       | United Kingdom | Registered    | B867427       |               |
| 143. | CON-TACT (Stylized)       | United States  | Registered    | 615845        |               |
| 144. | CON-TACT (Stylized)       | United States  | Registered    | 627275        |               |
| 145. | CON-TACT (Stylized)       | United States  | Registered    | 658898        |               |
| 146. | CON-TACT A-21             | Australia      | Registered    | A325539       |               |
| 147. | CON-TACT A-21             | United Kingdom | Registered    | 1132807       |               |
| 148. | CON-TACT BRAND (Stylized) | Australia      | Registered    | A300481       |               |
| 149. | CON-TACT BRAND METAL FX   | Bolivia        | Pending       |               |               |
| 150. | CON-TACT BRAND METAL FX   | Brazil         | Pending       |               |               |
| 151. | CON-TACT BRAND METAL FX   | Canada         | Pending       |               |               |
| 152. | CON-TACT BRAND METAL FX   | Chile          | Pending       |               |               |
| 153. | CON-TACT BRAND METAL FX   | Colombia       | Pending       |               |               |
| 154. | CON-TACT BRAND METAL FX   | Ecuador        | Pending       |               |               |
| 155. | CON-TACT BRAND METAL FX   | Guatemala      | Pending       |               |               |
| 156. | CON-TACT BRAND METAL FX   | Honduras       | Pending       |               |               |
| 157. | CON-TACT BRAND METAL FX   | Nicaragua      | Pending       |               |               |
| 158. | CON-TACT BRAND METAL FX   | Panama         | Pending       |               |               |
| 159. | CON-TACT BRAND METAL FX   | Paraguay       | Pending       |               |               |
| 160. | CON-TACT BRAND METAL FX   | Peru           | Pending       |               |               |
| 161. | CON-TACT BRAND METAL FX   | United States  | Pending       |               | 76/586491     |

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**Pliant Solutions Corp.**

**Exhibit A**

**IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

|      | <b>Trademark</b>         | <b>Country</b> | <b>Status</b> | <b>Reg No</b> | <b>App No</b> |
|------|--------------------------|----------------|---------------|---------------|---------------|
| 162. | CON-TACT BRAND METAL FX  | Venezuela      | Pending       |               |               |
| 163. | CON-TACT CRYSTAL CLING   | Australia      | Pending       |               | 957068        |
| 164. | CON-TACT CRYSTAL CLING   | Canada         | Pending       |               | 1180484       |
| 165. | CON-TACT CRYSTAL CLING   | China          | Pending       |               | 3585303       |
| 166. | CON-TACT CRYSTAL CLING   | Europe         | Pending       |               | 3221918       |
| 167. | CON-TACT CRYSTAL CLING   | Hong Kong      | Registered    | 300029330     |               |
| 168. | CON-TACT CRYSTAL CLING   | Japan          | Registered    | 4759536       |               |
| 169. | CON-TACT CRYSTAL CLING   | Korea, South   | Pending       |               | 40200325769   |
| 170. | CON-TACT CRYSTAL CLING   | Mexico         | Pending       |               | 604057        |
| 171. | CON-TACT CRYSTAL CLING   | Taiwan         | Pending       |               | 092036355     |
| 172. | CON-TACT CRYSTAL CLING   | United States  | Pending       |               | 78/192656     |
| 173. | CON-TACT CRYSTAL CLING   | United States  | Pending       |               | 78/192656     |
| 174. | CON-TACT EXTRA           | United Kingdom | Registered    | 890389        |               |
| 175. | CON-TACT GRIP LINER      | United States  | Registered    | 2401497       |               |
| 176. | COREL                    | United States  | Abandoned     |               | 74/461462     |
| 177. | CRAF-TACT                | United States  | Pending       |               | 78/269596     |
| 178. | DECO GUARD               | United States  | Abandoned     |               | 74/520718     |
| 179. | DECO GUARD               | United States  | Abandoned     |               | 75/437424     |
| 180. | DECORA                   | United States  | Abandoned     |               | 73/481620     |
| 181. | DECORA                   | United States  | Abandoned     | 1438747       |               |
| 182. | DECORA                   | United States  | Abandoned     | 1594164       |               |
| 183. | DECORA                   | United States  | Abandoned     | 2065354       |               |
| 184. | DECORA ART               | United States  | Registered    | 2168574       |               |
| 185. | DECORA BOOK ART          | United States  | Abandoned     |               | 75/209362     |
| 186. | DECORA GLASS ART         | Europe         | Registered    | 483131        |               |
| 187. | DECORA GLASS ART         | United States  | Registered    | 2157664       |               |
| 188. | DECORA OFFICE ART        | United States  | Abandoned     |               | 75/211402     |
| 189. | DECORA TILE ART          | Europe         | Registered    | 428869        |               |
| 190. | DECORA TILE ART          | United States  | Registered    | 2159670       |               |
| 191. | DECORA WALL ART          | Europe         | Registered    | 483057        |               |
| 192. | DECORA WALL ART          | United States  | Registered    | 2149797       |               |
| 193. | DECORA WALL ART FOR KIDS | United States  | Abandoned     |               | 75/211401     |
| 194. | DECOREASE                | Mexico         | Abandoned     | 486149        |               |
| 195. | DECOREASE                | United States  | Abandoned     |               | 74/549787     |
| 196. | DECOTAC                  | Australia      | Registered    | 711252        |               |
| 197. | DECOTAC                  | Europe         | Registered    | 308734        |               |
| 198. | DECOTAC                  | Germany        | Registered    | 1093895       |               |
| 199. | DECOTAC                  | Saudi Arabia   | Registered    | 404/97        |               |
| 200. | DECOTAC                  | Turkey         | Registered    | 177203        |               |
| 201. | DECOTAC                  | United States  | Registered    | 2153000       |               |
| 202. | DECOTAC and Design       | Brazil         | Registered    | 819320749     |               |
| 203. | EASY PRINTS              | United States  | Abandoned     | 1871899       |               |
| 204. | EASY STENCIL             | United States  | Abandoned     |               | 74/463782     |
| 205. | EASY TRANSFER            | Italy          | Registered    | 675500        |               |
| 206. | EASY TRANSFER            | United States  | Abandoned     |               | 74/357863     |
| 207. | EASYTAC                  | Germany        | Abandoned     | 2075041       |               |
| 208. | EASYTAC                  | United States  | Abandoned     |               | 74/430439     |
| 209. | EASYTAC                  | United States  | Abandoned     | 1932035       |               |
| 210. | EASYTEX                  | United States  | Abandoned     |               | 74/453851     |
| 211. | EASYTEX                  | United States  | Abandoned     |               | 74/453852     |
| 212. | EASYTEX (Stylized)       | Germany        | Registered    | 2071730       |               |
| 213. | FROSTY                   | Canada         | Pending       |               | 1025866       |
| 214. | FROSTY                   | Canada         | Registered    | 580619        | 1025886       |
| 215. | FROSTY                   | United States  | Registered    | 2377388       |               |

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|      | <b>Trademark</b>           | <b>Country</b> | <b>Status</b> | <b>Reg No</b> | <b>App No</b> |
|------|----------------------------|----------------|---------------|---------------|---------------|
| 216. | GONDAGT                    | Germany        | Registered    | 768358        |               |
| 217. | IDEAS BY THE ROOMFUL       | United States  | Registered    | 2332543       |               |
| 218. | NEW PAINT                  | United States  | Abandoned     |               | 74/291961     |
| 219. | NOMESS PAINT               | United States  | Abandoned     |               | 74/291977     |
| 220. | NU PAINT                   | United States  | Abandoned     |               | 74/291960     |
| 221. | PATTERNPAINT               | United States  | Abandoned     |               | 74/291976     |
| 222. | READI-WRITE                | Canada         | Pending       |               | 1180976       |
| 223. | READI-WRITE                | Mexico         | Pending       |               | 604481        |
| 224. | READI-WRITE                | United States  | Pending       |               | 78/193595     |
| 225. | READI-WRITE                | United States  | Pending       |               | 78/193595     |
| 226. | STENCIL-PRINT              | United States  | Abandoned     |               | 74/507569     |
| 227. | THE EXTREME BOOKCOVER      | United States  | Abandoned     |               | 75/393717     |
| 228. | THE INSTANT DECORATOR      | United States  | Abandoned     |               | 75/246771     |
| 229. | THE ULTIMATE BOOKCOVER     | United States  | Abandoned     |               | 75/393810     |
| 230. | THE ULTIMATE DOODLECOVER   | United States  | Abandoned     |               | 75/393787     |
| 231. | THIN-FLEX                  | United States  | Abandoned     |               | 74/324919     |
| 232. | TILEART                    | United States  | Abandoned     |               | 75/184875     |
| 233. | USAFIX                     | United States  | Abandoned     |               | 74/281094     |
| 234. | WALLPAPER FOR WINDOWS      | United States  | Registered    | 2376441       |               |
| 235. | WE ARE HOME                | United States  | Registered    | 2525677       |               |
| 236. | WEARLON                    | Benelux        | Registered    | 542308        |               |
| 237. | WEARLON                    | Canada         | Registered    | 444319        | 742881        |
| 238. | WEARLON                    | Canada         | Registered    | TMA 444319    |               |
| 239. | WEARLON                    | France         | Registered    | 93/497382     |               |
| 240. | WEARLON                    | Germany        | Registered    | 2087602       |               |
| 241. | WEARLON                    | Italy          | Registered    | 678789        |               |
| 242. | WEARLON                    | Spain          | Registered    | 1792716       |               |
| 243. | WEARLON                    | Switzerland    | Registered    | 419391        |               |
| 244. | WEARLON                    | Taiwan         | Registered    | 658065        |               |
| 245. | WEARLON                    | United Kingdom | Registered    | 1554713       |               |
| 246. | WEARLON                    | United States  | Abandoned     | 1813855       |               |
| 247. | WEARLON                    | United States  | Registered    | 1869137       |               |
| 248. | WHERE TECHNOLOGY DECORATES | United States  | Registered    | 2178269       |               |
| 249. | Con-Tact                   | Brazil         | Registered    | 817153748     |               |
| 250. | Con-Tact                   | France         | Registered    | 1597745       |               |
| 251. | Con-Tact                   | United States  | Registered    | 692,926       |               |
| 252. | Con-Tact                   | United States  | Registered    | 684,357       |               |
| 253. | Con-Tact                   | United States  | Registered    | 658,898       |               |
| 254. | Con-Tact                   | United States  | Registered    | 615,845       |               |
| 255. | Con-Tact                   | United States  | Registered    | 627,275       |               |
| 256. | Con-Tact                   | Venezuela      | Registered    | 31,510        |               |
| 257. | Decotac                    | Canada         | Application   | 815,863       |               |
| 258. | The Extreme Bookcover      | United States  | Application   | 75/393,132    |               |
| 259. | Backsplash                 | United States  | Application   | 75//520,946   |               |
| 260. | Con-Tact                   | Bolivia        | Registered    | 42639         |               |

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