

03-01-2005



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

Please record the attached Trademark Assignment Nunc Pro Tunc.

OFFICE OF PUBLIC RECORDS  
2005 FEB 22 PM 12:35  
FINANCE SECTION

1. Name of conveying entity:

Southwest Bank of St. Louis

State/Entity Type: Missouri Corporation

2. Name and address of receiving entity:

Chemtech Holdings, Inc.  
620 Spirit of St. Louis Blvd.  
St. Louis, MO 63005

State/Entity Type: Missouri Corporation

3. Nature of Conveyance: Trademark Assignment Nunc Pro Tunc of Assignor's Interest executed on January 19, 2005.

4. Trademark Assignment Nunc Pro Tunc to be recorded against the trademark registrations identified on the attached Schedule A.

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

Guy D. Yale, Esq.  
Alix, Yale & Ristas, LLP  
750 Main Street, 14<sup>th</sup> Floor  
Hartford, CT 06103-2721

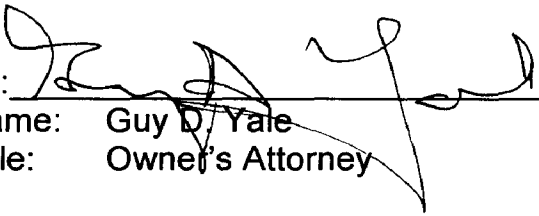
6. Total number of registrations involved: 14

7. Total number of pages: 10

8. Total fee enclosed: \$365.00 If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

03/01/2005 DBYRNE 00000004 738090  
01 FC:8521 40.00 DP  
02 FC:8522 325.00 DP

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.

By:   
Name: Guy D. Yale  
Title: Owner's Attorney

Date: 2-17-2005

Attorney's Docket: HC/M602

**Schedule A—Trademark Registrations**

<b><u>U.S. Trademark Registration Number</u></b>	<b><u>Mark</u></b>	<b><u>Registration Date</u></b>
738,090	PICTAX	September 25, 1962
864,715	ERACE	February 11, 1969
1,132,534	ULTRAMATE	April 8, 1980
730,930	NUVAT	May 1, 1962
705,357	ALKAWAY	October 4, 1960
678,638	MAXAMP	May 12, 1959
1,339,901	SPECTRUM	June 11, 1985
791,559	BUFLEEN	June 22, 1965
669,076	EXPRAY	October 28, 1958
746,088	DS-9	March 5, 1963
2,584,021	ZNALLOY	June 18, 2002
2,580,135	CHEMSHIELD	June 11, 2002
2,763,146	CHROMAX	September 16, 2003
2,577,309	AQUAMAX	June 11, 2002

**TRADEMARK ASSIGNMENT NUNC PRO TUNC**

**WHEREAS**, Southwest Bank of St. Louis ("Assignor") is a corporation organized under the laws of the State of Missouri and has an office located at 13205 Manchester Road, St. Louis, MO 63131;

**WHEREAS**, pursuant to and subject to the terms and conditions of that certain Trademark Collateral Assignment And Security Agreement (the "Collateral Assignment") dated April 6, 2000 and executed by Chemtech Finishing Systems, Inc. ("Chemtech"), Assignor acquired all of Chemtech's right, title, and interest in and to the United States trademark registrations identified on Schedule A—Trademark Registrations ("Registrations") and the trademarks pertaining to the Registrations ("Marks");

**WHEREAS**, Chemtech Holdings, Inc. ("Assignee") is a corporation organized under the laws of the State of Missouri and has a principal place of business at 620 Spirit of St. Louis Blvd., St. Louis, MO 63005;

**WHEREAS**, on June 4, 2004, Assignor and Assignee entered into a Secured Party Bill of Sale Agreement ("Agreement"), enclosed hereto as Exhibit A;

**WHEREAS**, pursuant to the terms of the Agreement, Assignor sold to Assignee all of its right, title, and interest in and to the Registrations, the Marks, and the goodwill associated with and symbolized by the Marks;

**NOW, THEREFORE**, as a result of, pursuant to and to the extent set forth in the Agreement, effective June 4, 2004, Assignor conveyed, transferred, and assigned to Assignee all of Assignor's right, title, and interest in and to the Registrations, the Marks, and the goodwill associated with and symbolized by the Marks.

Signature Page Follows

By: *Daniel W. Friedrich*

Name: Daniel W. Friedrich

Title: SVP

Date: 1/19/05

State of Missouri )  
                          )SS.  
County of St. Louis )

On this 19<sup>th</sup> day of January 2005, before the undersigned Notary Public personally appeared Daniel W. Friedrich, who acknowledged him/herself to be the Sr. Vice President of Southwest Bank of St. Louis, and that s/he, being authorized to do so, executed the foregoing instrument above for the purposes therein contained.

In witness whereof I hereunto set my hand.

*Joyce Holmes*  
Notary Public

My Commission Expires on:  
10-31-05

JOYCE HOLMES  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: October 31, 2005

**Exhibit A**

**SECURED PARTY BILL OF SALE**

SOUTHWEST BANK OF ST. LOUIS (the "Lender") in consideration of the payment to Lender of One Hundred and No/100 Dollars (\$100) ("Sale Price") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, assign and transfer to Chemtech Holdings, Inc. (the "Buyer"), pursuant to Section 9-610 of the Missouri Uniform Commercial Code, all the right, title and interest of Chemtech Finishing Systems, Inc. ("Company") in and to the personal property of Company wherever located, (collectively, the "Assets") described in Exhibit A attached.

Lender does hereby represent and warrant that it has the right as foreclosing secured creditor of the Company to sell and convey the Assets to Buyer pursuant to Missouri Uniform Commercial Code ("UCC") Section 9-610. Lender has complied with the provisions of the Missouri Uniform Commercial Code with respect to the notification required to be given to any record holders of liens covering any of the Assets and other creditors of the Company, if any, who have properly requested notice of foreclosure. Otherwise, the Lender specifically disclaims and the parties hereto expressly agree that the Lender makes and gives no covenant, undertaking, representation or warranty, express or implied in connection with this Bill of Sale, the Assets or any other matter relating hereto or thereto as to the following matters:

- (a) The location or existence of any specific items constituting the Assets or the quantity or quality thereof;
- (b) The condition, quality, suitability, value, merchantability or fitness for a particular purpose of any of the Assets or of the Company or any aspect of its businesses, prospects or operations.

**THERE IS NO WARRANTY RELATING TO POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION. EXCEPT AS EXPRESSLY STATED ABOVE, THE BUYER ACKNOWLEDGES AND AGREES THAT THE SALE OF ASSETS HEREUNDER IS WITHOUT RECOURSE TO THE LENDER ON AN AS IS, WHERE IS, WITH ALL FAULTS BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES AS TO CONDITION OR ANY OTHER MATTERS WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**NEITHER LENDER NOR BUYER ASSUMES, NOR SHALL BE DEEMED TO HAVE ASSUMED ANY LIABILITY OR OBLIGATION OF THE COMPANY WHATSOEVER.**

Lender, at Buyer's sole expense, shall execute and deliver to Buyer such further instruments to carry out the intent and purpose of this conveyance as Buyer shall reasonably request from time to time.

This is a final and exclusive expression of the agreement of the Lender and the Buyer and no course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this agreement.

By its acceptance hereof, the Buyer acknowledges that the Buyer had either examined the Assets as fully as desired, or has been given the opportunity for such examination and has declined to make such examination.

Dated this 4<sup>th</sup> day of June, 2004.

SOUTHWEST BANK OF ST. LOUIS

By: 

Its: SVP

ACCEPTED AND AGREED TO  
AS OF THE ABOVE DATE

CHEMTECH HOLDINGS, INC

By: 

Its: Pres/CEO



EXHIBIT A

Debtor: Chemtech Finishing Systems, Inc.

Secured Party: Southwest Bank of St. Louis

- (a) **Accounts.** All accounts, accounts receivable, other receivables, leases and lease payments, contract rights, chattel paper, instruments and documents, and notes; any other obligations or indebtedness owed to Borrower from whatever source arising; all rights of Borrower to receive any performance or any payments in money or kind; all guarantees of the foregoing and insurance policies and proceeds relating thereto, and all rights of Borrower as an unpaid seller of goods and services, including, but not limited to, the right to stoppage in transit, repurchase, reclamation, and resale; and all of the foregoing whether now owned or existing or hereafter created or acquired or arising.
- (b) **Inventory.** All inventory (including without limitation all goods, merchandise, raw materials, goods in process, finished goods, findings or component materials, and all supplies, incidental goods, office supplies, packaging materials, and any and all goods or items used or consumed in the operation of the business of Borrower or which contribute to the finished products or to the sale, promotion and shipment thereof, without exception) now owned or hereafter acquired by Borrower and held for sale, lease or resale or furnished or to be furnished under contracts of service, or used or consumed in Borrower's business and all documents of title evidencing any part of any of the foregoing accounts, contract rights, notes, drafts, acceptances, instruments and chattel paper, all returned or repossessed goods arising from or relating to any contract rights, accounts or other sale or disposition of inventory all wherever located; as well as products, accretions and all cash and non-cash proceeds, immediate or remote, of any sale or other disposition of any of the foregoing.
- (c) **Equipment.** All now owned or hereafter acquired equipment, parts, computers, including hardware and software, machinery, furniture, furnishings, fixtures, tools, aircraft, vessels and vehicles of every kind and description, all parts and accessories for and relating to all of the foregoing, together with the products of all of the foregoing and all additions and accretions to, replacements of, insurance or condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all rents, revenues, issues, profits, accretions, proceeds arising from the sale, lease, rent, license, encumbrance, collection, use or any other temporary or permanent disposition of, all of the foregoing or any interest therein.
- (d) **General Intangible and Other Property.** All choses in action and causes of action, general intangibles and all other intangible personal property of Borrower of every kind and nature now owned or hereafter acquired by Borrower or arising, including, without limitation, contracts or other business records, all books, ledgers, books of account, records, writings, data base, information and other property of Borrower, inventions, designs, blueprints, plans, specifications, patents, patent applications, service marks, trademarks, trade names, trade secrets, processes, formulas, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, any swap, hedging or derivatives agreements, rights, insurance proceeds, pardons and insurance surpluses, and any letter of credit, guarantee, claim, security interest or other security held by or granted to Borrower to secure payment by an account debtor of any of the accounts of Borrower.
- (e) **Proceeds.** All proceeds and products of all of the foregoing and all additions and accretions to, replacements of, insurance policies and payments, condemnation proceeds of, and documents covering all of the foregoing, all property received wholly or partly in trade or exchange for all of the foregoing, and all rents, revenues, issues, profits, cash or non-cash proceeds and accretions arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of, all of the foregoing or any interest therein.

**Schedule A**

<b><u>U.S. Trademark Registration Number</u></b>	<b><u>Mark</u></b>	<b><u>Registration Date</u></b>
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