

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
Flame Control Coatings, Inc.		07/01/2005	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	FCC Acquisition LLC		
Street Address:	4120 Hyde Park Boulevard		
City:	Niagra Falls		
State/Country:	NEW YORK		
Postal Code:	14305		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1353545	FLAME CONTROL	
CORRESPONDENCE DATA			
Fax Number:	(216)241-0816		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216.622.8854		
Email:	ipdocket@calfee.com		
Correspondent Name:	Raymond Rundelli		
Address Line 1:	800 Superior Avenue		
Address Line 2:	Suite 1400		
Address Line 4:	Cleveland, OHIO 44114-2688		
NAME OF SUBMITTER:	Raymond Rundelli		
Signature:	/Raymond Rundelli/		
Date:	08/23/2005		

CH \$40.00 1353545

Total Attachments: 4

900030601

**TRADEMARK
 REEL: 003144 FRAME: 0952**

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ASSIGNMENT OF TRANSFERRED INTELLECTUAL PROPERTY

This Assignment of Transferred Intellectual Property (the "Agreement") is made as of the 1st day of July 2005, by and among FCC Acquisition LLC, a New York limited liability company (the "Assignee"), and Flame Control Coatings, Inc., a Georgia corporation, Ocean Fire Protective Coatings, Inc., a New York corporation, and Rowe & Bisonite Coatings, Inc., a New York corporation (each, an "Assignor" and collectively, "Assignors").

RECITALS:

A. Assignors, Norman C. Oliver, Little Mountain Industries, Inc., an Ohio corporation, and Assignee are parties to an Asset Purchase Agreement (the "Purchase Agreement"), dated as of May 25, 2005, providing, among other things, for the assignment by Assignors to Assignee of all of Assignors' right, title and interest in and to the Transferred Intellectual Property (as defined in the Purchase Agreement);

B. The parties hereto desire to provide for the assignment of Assignors' right, title and interest in the Transferred Intellectual Property to Assignee in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and satisfaction of their respective obligations under the Purchase Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Each Assignor hereby conveys, sells, transfers, assigns and delivers unto Assignee and its designees, successors and assigns, all of its worldwide right, title and interest in and to all Transferred Intellectual Property, including, without limitation, the Intellectual Property listed on Schedule A hereto.

2. Further Assurances. Assignors shall from and after the date hereof, upon the reasonable request of Assignee and its designees, successors, assigns and legal representatives, execute and deliver such other documents as Assignee and its designees, successors, assigns and legal representatives may reasonably request to obtain the full benefit of this Agreement.

3. Governing Law. This Agreement shall be subject to, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions thereof.

4. Governing Documents. The rights and obligations of the parties are set forth in the representations, warranties, covenants, indemnities, agreements and other terms and provisions of the Purchase Agreement. Such rights and obligations shall be neither limited, altered or impaired nor enhanced or enlarged hereby or by performance hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in one or more counterparts.

ASSIGNEE:

FCC Acquisition LLC

By: Jeffrey M. Fallon
Jeffrey M. Fallon, President

ASSIGNORS:

Flame Control Coatings, Inc.

By: _____
Norman C. Oliver, President

Ocean Fire Protective Coatings, Inc.

By: _____
Norman C. Oliver, President

Rowe & Bisonite Coatings, Inc..

By: _____
Norman C. Oliver, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in one or more counterparts.

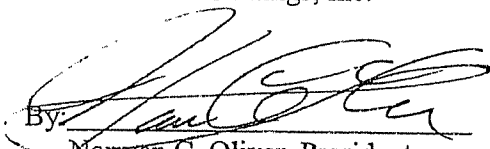
ASSIGNEE:

FCC Acquisition LLC

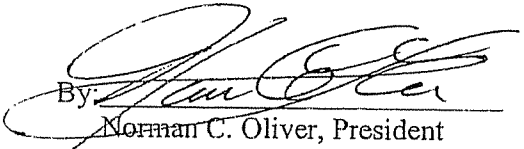
By: _____
Jeffrey M. Fallon, President

ASSIGNORS:

Flame Control Coatings, Inc.

By: 
Norman C. Oliver, President

Ocean Fire Protective Coatings, Inc.

By: 
Norman C. Oliver, President

Rowe & Bisonite Coatings, Inc..

By: 
Norman C. Oliver, President

SCHEDULE A

Transferred Intellectual Property

Flame Control Coatings Inc.

REFERENCE#	MARK	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
CANADA	Flame Control	11/30/2001	1,123,809	11/13/2003	TMA594,586	Registered	
EUROPEAN UNION (CTM)	Flame Control	1/15/2004	3,585,247			Pending	002
UNITED STATES	Flame Control	9/2/1983			1353545	Registered	

Ocean Fire Protective Coatings Inc.

REFERENCE#	MARK	FILED	APPL #	REGDT	REG #	STATUS	CLASSES
CANADA	Ocean	9/7/2001	1,115,073	7/14/2003	TMA585,161	Registered	16
EUROPEAN UNION (CTM)	Ocean	8/11/2004	003978913			Pending	
MEXICO	Ocean	8/25/2004	673,696	12/8/2004	863029	Registered	
UNITED STATES	Ocean	3/5/2002	78/112,752	5/17/2005	2952929	Registered	002