

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
Niagara Plastics, LLC		09/30/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Protective Industries, Inc., f/k/a ShoreView, Pl., Inc.		
Street Address:	2150 Elmwood Avenue		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14207		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78328424	NIAGARA CAPS & PLUGS	
Registration Number:	682667	NIAGARA	
Registration Number:	2798606	POLYGUARD	
CORRESPONDENCE DATA			
Fax Number:	(617)772-8333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cody.tibbetts@weil.com, phyllis.eremitaggio@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Cody Tibbetts		
Address Line 1:	100 Federal Street, 34th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Cody Tibbetts		
Signature:	/Cody Tibbetts/		
Date:	09/30/2005		

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Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of the 30th day of September, 2005 ("Effective Date"), is from Niagara Plastics, LLC, a limited liability company organized under the laws of Delaware ("Assignor"), to Protective Industries, Inc., f/k/a ShoreView, PI, Inc., a corporation organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and trademark applications listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignee desires to acquire the Assigned Trademarks, and Assignor desires to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest in the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as the same would have been held and enjoyed by Assignor, as of the date hereof, if this assignment and sale had not been made, as assignee of its entire right, title and interest therein, including all Assignor's right, title and interest in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignee is successor to the Business of the Assignor, or the portion thereof to which the Assigned Trademarks pertain, which Business is ongoing and existing.
3. The sale, assignment and transfer set forth in paragraph 1 is subject to all licenses, options to acquire licenses or other rights granted to any third parties prior to the date of this Assignment.
4. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
5. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Trademarks herein referred to.

6. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
7. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Asset Purchase Agreement by and among Assignee, Assignor, Caplugs, LLC and Protective Industries, LLC dated as of August 19, 2005.
8. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
9. Upon request by Assignee, Assignor will execute any and all additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, in the United States or other foreign jurisdictions, as applicable, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

NIAGARA PLASTICS, LLC

By: 
Name: John J. Byrne
Title: President

STATE OF Massachusetts)	
)	:SS
COUNTY OF)	

The foregoing instrument was acknowledged before me this 29TH day of September, 2005, by John J. Byrne, President of Niagara Plastics, LLC, as his/her act and deed, and the free act and deed of Niagara Plastics, LLC.

ANNE M. LAVOIE
Notary Public: *Anne M. Lavoie*
My commission expires: *April 14, 2011*

Schedule A

TRADEMARKS

- A. REGISTERED TRADEMARKS (include title, registration number, country, owner and registration date)
- B. TRADEMARK APPLICATIONS (include title, serial number, country, owner and filing date)

NIAGARA TRADEMARK LIST

Country	Trademark Name	App. #	App. Date	Reg. #	Reg. Date	Current Owner	Security Interest	Date Recorded	Status
US	NIAGARA CAPS & PLUGS and Design	78-328,424	11/14/03			Niagara Plastics LLC			Pending
US	NIAGARA Stylized Letters	72-062,595	11/17/58	682,667	7/28/59	Niagara Plastics, LLC	HSBC Bank USA	6/24/03	Renewed
US	POLYGUARD	76-339,498	11/19/01	2,798,606	12/23/03	Niagara Plastics, LLC	HSBC Bank USA	6/24/03	Registered