

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Declaration attesting to assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Renolit Corporation		01/11/1979	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	American Renolit Corporation		
Street Address:	135 Algonquin Parkway		
City:	Whippany		
State/Country:	NEW JERSEY		
Postal Code:	07981		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1008388	R	
Registration Number:	1017429	RENOLIT	
CORRESPONDENCE DATA			
Fax Number:	(317)592-5433		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	317-236-5826		
Email:	forman@icemiller.com		
Correspondent Name:	Alexander D. Forman		
Address Line 1:	One American Square, Box 82001		
Address Line 4:	Indianapolis, INDIANA 46282		
ATTORNEY DOCKET NUMBER:	T03027-US-0; T03030-US-0		
NAME OF SUBMITTER:	Alex D Forman		
Signature:	/Alex Forman/		
Date:	10/10/2005		

OP \$65.00 1008388

Total Attachments: 15

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DECLARATION REGARDING OWNERSHIP OF TRADEMARK REGISTRATIONS

Re: Mark: RENOLIT
Goods: Calendered Vinyl Sheet in International Class 17.
Reg. No.: 1,017,429
Reg. Date: August 5, 1975

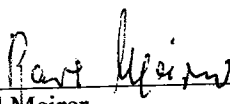
Mark: R (and Design)
Goods: Calendered Vinyl Sheet and Film in International Class 17.
Reg. No.: 1,008,388
Reg. Date: April 8, 1975

I, Karl Meirer, make the following Declaration:

1. I am an adult of sound mind and competent to testify to all matters of fact contained herein based on my personal knowledge of said facts.
2. I served on the board of directors for American Renolit Corporation, a corporation organized under the laws of New York ("American Renolit New York"), until its dissolution. As evidence of my appointment as a director of American Renolit New York, I attach, as Exhibit A, the agreement between Renolit Werke G.m.b.H., Peter Lowenstein, Walter E. Moser, and Edith Lowenstein that both formed American Renolit New York and appointed me as a director upon its inception.
3. I also served on the board of directors for American Renolit Corporation, a corporation organized under the laws of New Jersey ("American Renolit New Jersey") upon its date of incorporation on January 11, 1979. As evidence of my appointment as a director of American Renolit New Jersey, I attach, as Exhibit B, the Certificate of Incorporation of American Renolit Corporation that lists me as a director.
4. In connection with the dissolution of American Renolit New York and the formation of American Renolit New Jersey, the above-referenced trademark registrations (the "Trademarks"), along with all of the assets and the goodwill of the business associated with and/or symbolized by the Trademarks, were transferred to American Renolit New York's successor-in-interest, American Renolit New Jersey.
5. The undersigned being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements and the like

may jeopardize the validity of the above-referenced registrations, declares that all statements made of his own knowledge are true; and all statements made on information and belief are believed to be true.

Executed on the 26th day of September, 2005.



Karl Meirer

EXHIBIT A

A G R E E M E N T

by and among

RENOLIT-WERKE G.m.b.H.

PETER LOWENSTEIN

WALTER E. MOSER

EDITH LOWENSTEIN

Dated: October 27th, 1967.

ALFRED PRAGER
COUNSELOR AT LAW
200 WEST 57TH STREET
NEW YORK 19, N. Y.

TRADEMARK

REEL: 003172 FRAME: 0914

AGREEMENT made this 27 day of October 1967, by and among RENOLIT-WERKE GmbH, of Worms, Germany, PETER LOWENSTEIN, residing at 246 E 30th, New York City, New York, WALTER E. MOSER, residing at 435 Claremont, Teaneck, New Jersey, and EDITH LOWENSTEIN, residing at 201 E 19th, New York City, New York (the "Shareholders").

WITNESSETH THAT WHEREAS:

1. The Shareholders have agreed that a corporation, to be known as AMERICAN RENOLIT CORPORATION, shall be organized, capitalized and financed and its business conducted in accordance with and subject to the provisions of this agreement.
2. The Shareholders have agreed that the Corporation shall be organized for the purpose of purchasing and selling plastics of any and all kinds, and related merchandise.
3. The Shareholders have agreed that their execution of the within agreement would be in the best interests of the Corporation and would promote harmonious relationships among themselves with respect to the conduct of the affairs of the Corporation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. The Shareholders shall cause the Corporation to be organized under the laws of the State of New York with an authorized capitalization of two hundred (200) shares of no par value.
2. Each of the Shareholders hereby subscribes for and agrees to purchase shares of the Corporation at Two hundred (\$200) Dollars per share, as follows:

RENOLIT-WERKE G. m. b. H.	105 shs.	\$21,000.00
PETER LOWENSTEIN	40 shs.	8,000.00
WALTER E. MOSER	35 shs.	7,000.00
EDITH LOWENSTEIN	20 shs.	4,000.00

TRADEMARK

REEL: 003172 FRAME: 0915

3. The shares shall be paid for and issued within twenty (20) days after the organization of the Corporation.

4 (a) Each of the Shareholders expressly agrees not to sell, transfer, pledge, assign or otherwise in any manner dispose of or encumber any of his shares, unless and until he shall have offered to sell his shares to the other Shareholders at a price to be determined as provided in paragraph "7. "

(b) The foregoing restriction shall not apply in the case of transfers by inheritance or inter vivos, provided the transferee is a spouse or a direct descendent such as a child or grandchild of the deceased or transferring shareholder, provided however that the transferee, if not already a party to this agreement, shall become such.

(c) All share certificates issued by the Corporation shall be marked on the face thereof:

"Sale, transfer, pledge, assignment or encumbrance of these shares is restricted by the terms of a Shareholders' Agreement dated October 27, 1967, which may be examined at the office of the Corporation, 79 Madison Avenue, New York City. "

No dividend shall be paid on any shares sold, transferred, pledged, assigned or encumbered in breach of this agreement.

5. The happening of any one or more of the following events,

(a) receipt by the Shareholders of an offer to sell shares made pursuant to paragraph 4; or

(b) termination of the active employment of either PETER LOWENSTEIN or WALTER E. MOSER in the business of the Corporation; or

(c) death of any of the Shareholders;

shall give rise to successive option on the part of the Shareholders to

purchase all or any of the shares owned by the Shareholder referred to in subparagraph (a) (b) or (c) of this paragraph as the case may be, at the time of such event, at a price determined as provided in paragraph "7".

6. (a) An option arising under subparagraph (a) or (b) of paragraph "5" shall remain in force for a period of thirty (30) days following the receipt of the offer or the termination of employment giving rise to the option.

(b) An option arising under subparagraph (c) of paragraph "5" shall remain in force for successive periods of sixty (60) days after the Corporation has received notice of the appointment of the personal representative of the deceased Shareholder.

7. In the event an option to purchase shares shall arise under paragraph "5", the option price of the shares shall be the book value of such shares as of the end of the preceding fiscal quarter of the Corporation. Book value of shares shall be computed from books maintained by the Corporation in accordance with generally accepted principles of accounting. However, all intangible assets, such as goodwill, leases, contracts, unfilled orders, patents, trademarks etc. shall be taken at an aggregate total value of \$1.00.

8. An offer pursuant to paragraph "4", or a notice pursuant to paragraph "6(b)" shall be in writing and given to each of the Shareholders at his address as the same appears on the records of the Corporation.

9. Shareholders who exercise any option to purchase given under this agreement shall participate in any purchase in proportion to their holdings. A right to acquire shares pursuant to this

agreement may be transferred or assigned only to another Shareholder as defined in paragraph 4(b).

10. Payment for shares purchased pursuant to this agreement shall be: Twenty percent of the purchase price shall be paid in cash within ten days after exercise of the option, the remaining eighty percent shall be paid in eight (8) equal monthly instalments to be represented by eight (8) promissory notes of the purchaser, bearing interest at six per cent per annum.

Title to the shares shall pass to the purchaser immediately upon payment of twenty (20) per cent of the purchase price in cash and delivery of the notes, and certificates for the shares, duly endorsed for transfer, shall thereupon be delivered to him. The purchaser shall thereupon pledge such certificates to the seller, who shall hold them as security for payment of the notes; but unless and until a default occurs under the terms of one or more of the notes, the purchaser shall have the sole right to vote the shares and collect all dividends and other distributions thereon. Upon the payment of the last note and all accumulated interest, the certificates shall be redelivered to the purchaser free and clear.

In all cases, certificates for shares shall be delivered with all required federal and state transfer tax stamps affixed.

11. The Corporation shall be managed by a Board of three (3) directors who shall be elected by cumulative voting. The directors at its inception shall be:

1. KARL MEIRER of Worms, Germany
2. HANSJAKOB MUELLER of Worms, Germany
3. PETER LOWENSTEIN.

12. The officers of the Corporation shall be:

PETER LOWENSTEIN - President and Treasurer;

WALTER E. MOSER - Vice-President and Secretary.

All checks, notes or other negotiable instruments shall be signed on behalf of this Corporation by such of the officers as the Board of Directors may from time to time designate and such officers shall be authorized to effect all transactions as are advisable and required in the regular conduct of the business of the Corporation except that all leases entered into by the Corporation, the purchase, sale or encumbrance of Real Estate, assumption of guarantees or obligations in excess of \$20,000 as well as agreements as to salaries and amendments of employment agreements shall be effected only after authorization by the Board of Directors.

13. All disputes, differences and controversies arising in connection with the determination of book value earnings per share shall be conclusively determined by an independent accountant to be appointed by the American Arbitration Association. All other disputes, differences and controversies arising under or in connection with this agreement shall be settled and finally determined by arbitration in the City of New York, under the then existing Rules of the American Arbitration Association.

14. This agreement contains the entire agreement of the parties with respect to its subject matter, and no modification or waiver of any provision hereof shall be valid unless it be in writing and signed by all of the parties hereto.

15. The waiver or breach of any term or condition of this agreement shall not be deemed to constitute a waiver of any other breach

of the same or any other term or condition.

16. This agreement and all of the provisions hereof shall be binding upon the legal representatives, heirs, distributees, successors and assigns of the parties hereto.

17. This agreement shall be construed in accordance with the laws of the State of New York.

18. It is contemplated that promptly following the filing of its certificate of incorporation, the Board of Directors of the Corporation shall take appropriate action to cause it to adopt and become a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals the day and year first above written.

RENOLIT-WERKE G. m. b. H.

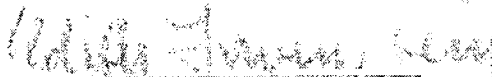
by



PETER LOWENSTEIN



WALTER E. MOSER



EDITH LOWENSTEIN

TRADEMARK

REEL: 003172 FRAME: 0920

EXHIBIT B

Certificate of Incorporation
of

AMERICAN RENOLIT CORPORATION

**FORWARDED FOR RECORDING
AND FILING**

BY: (INCLUDE ADDRESS AND ZIP CODE)

Harris R. Silver, Esq.
33 Evergreen Place
East Orange, New Jersey 07018

Certificate of Incorporation
of

This is to certify that, there is hereby organized a corporation under and by virtue of N.J.S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."

14A:2-7 (1) (a) 1. *The name of the corporation is* AMERICAN RENOLIT CORPORATION

14A:2-7 (1) (a) 2. *The address (and zip code) of this corporation's initial registered office is*
135 Algonquin Parkway, Whippany, New Jersey 07981

and the name of this corporation's initial registered agent at such address is
Peter Lowenstein

14A:2-7 (1) (a) 3. *The purposes for which this corporation is organized are:*

To engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act." N.J.S. 14A:1-1 et seq.

14A-2-7 (11) (1) *The aggregate number of shares which the corporation shall have authority to issue is*
2500 shares - no par value

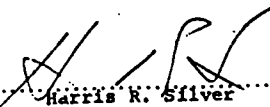
14A 2-7-11-11 5. The first Board of Directors of this corporation shall consist of 3 Director(s) and the name and address of each person who is to serve as such Director is:

Name	Address	Zip Code
Peter Lowenstein	135 Algonquin Parkway, Whippany	07981
Karl Meirer	135 Algonquin Parkway, Whippany	07981
Herman Lang	135 Algonquin Parkway, Whippany	07981

14A 2-7-11-11 6. The name and address of each incorporator is:

Name	Address	Zip Code
Harris R. Silver	33 Evergreen Place, East Orange, N.J.	07018

In Witness Whereof, each individual incorporator, each being over the age of eighteen years, has signed this Certificate; or if the incorporator be a corporation, has caused this Certificate to be signed by its authorized officers, this 4th day of January 1979.


Harris R. Silver