

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
Childers Products Company		03/21/2000	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Foster Products Corporation		
Street Address:	2900 Granada Lane		
City:	Oakdale		
State/Country:	MINNESOTA		
Postal Code:	55128		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1033515	ENCACEL V	
CORRESPONDENCE DATA			
Fax Number:	(651)415-9582		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	651-236-5824		
Email:	susan.hammes@hbfuller.com		
Correspondent Name:	Susan Hammes - H.B. Fuller Company		
Address Line 1:	P.O. Box 64683		
Address Line 2:	WLB-LAW		
Address Line 4:	Saint Paul, MINNESOTA 55164-0683		
ATTORNEY DOCKET NUMBER:	T402/USA.		
NAME OF SUBMITTER:	Susan K.M. Hammes		
Signature:	/susan k.m. hammes/		
Date:	02/02/2006		

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Total Attachments: 6

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U.S. TRADEMARK ASSIGNMENT

WHEREAS, Childers Products Company, Inc., a Delaware corporation, having an office and place of business at 34799 Curtis Boulevard, Eastlake, Ohio 44095 ("Childers"), has adopted, used, is using and is the owner of the entire right, title and interest in, to and under the trademarks now registered in the United States Patent and Trademark Office as identified on Exhibit A attached hereto, and the unregistered trademarks as identified on Exhibit B attached hereto (the registered and unregistered Trademarks shall be collectively referred to as the "U.S. Trademarks").

WHEREAS, Foster Products Corporation, a Minnesota corporation, having its principal offices at 2900 Granada Lane, Oakdale, Minnesota 55128 ("Foster") is a party to that certain Asset Purchase Agreement, dated effective as of March 21, 2000, by and between Childers and Foster (the "Purchase Agreement"), and is desirous of acquiring the entire right, title and interest in, to and under the aforesaid U.S. Trademarks in accordance with the Purchase Agreement;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Childers hereby assigns, sells, and transfers unto Foster its entire right, title and interest in, to and under the aforesaid U.S. Trademarks, including any and all common law rights, all of the goodwill of the business pertaining to such trademarks and registrations thereof, and all rights of recovery for past infringement thereof, to have and to hold for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, as fully and completely as the same would have been held by Foster had this assignment and sale not been made.

IN WITNESS WHEREOF, Childers has caused this assignment to be duly executed as of the date and the year set forth herein.

CHILDERS PRODUCTS COMPANY, INC.

By: [Signature]
Its: RESIDENT - CEO

STATE OF Ohio)
) ss.
COUNTY OF Cuyahoga)

Subscribed and sworn to before me
this 21 day of March, 2000.

[Signature]
Notary Public
John J. McGuire, Attorney at Law
Notary Public, State of Ohio
My commission has no expiration date
Section 147.03 R.C.

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of March 21, 2000, is by and between Foster Products Corporation, a Minnesota corporation ("Purchaser"), and Childers Products Company, Inc., a Delaware corporation ("Seller"), and Charles S. Holmes and Leonard T. Conway ("Guarantors").

A. Seller is engaged in the manufacture, marketing and sale of products through its Mastics, Coatings, Adhesives and Sealants Business Unit (the "Business").

B. The parties hereto wish to provide for the terms and conditions upon which Purchaser will acquire substantially all of the business and assets of the Business.

C. The parties hereto wish to make certain representations, warranties, covenants and agreements in connection with the purchase of the Business and assets of the Business and also to prescribe various conditions to such transaction.

D. Prior to the execution of this Agreement, Seller executed an Asset Purchase Agreement with Insulation Investors, Inc., an Illinois corporation ("Insulation Investors"), dated March 21, 2000, pursuant to which Seller sold to Insulation Investors its metal insulation business.

Accordingly, and in consideration of the representations, warranties, covenants, agreements and conditions herein contained, the parties hereto agree as follows:

SECTION 1

I. Purchase of Assets.

(a) Assets to be Purchased. At the Closing, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the following assets of the Business, wheresoever located and whether or not carried or reflected on the books and records of Seller or any subsidiary or affiliate of Seller (hereinafter referred to collectively as the "Assets"), but not including the "Excluded Assets," as defined in subsection 1(b):

(i) Inventory. All of the items of merchandise, inventory of finished products, manufactured and purchased goods, work-in-process, raw materials and packaging materials and supplies, including those in the possession of suppliers, customers and other third parties, in each case consistent with the terms of this Agreement (the "Inventory");

(ii) Intellectual Property. All rights to any of the following in any jurisdiction, any and all documentation relating to any of the following and all of the goodwill associated with any of the following (collectively referred to herein as "Intellectual Property"):

(A) all business and trade names, service marks, service mark applications, service names, corporate names, brand names, logos and slogans identified on Exhibit 1(a)(ii)(A) attached hereto and incorporated herein by reference, including any applications for registration of the foregoing and any goodwill associated therewith (the "Trade Names");

(B) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs identified on Exhibit 1(a)(ii)(B) attached hereto and incorporated herein by reference and any goodwill associated therewith (the "Patent Rights");

(C) all copyrights (registered and unregistered), trademarks (whether used with wares or services and including the goodwill attaching to such trademarks), and registrations and applications for trademarks and copyrights and all future income from all such trademarks and copyrights, identified on Exhibit 1(a)(ii)(C) attached hereto and incorporated herein by reference and any goodwill associated therewith (the "Copyrights and Trademarks");

(D) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other drawings and manuals, any URL's for the Business, technology, blueprints, research and development reports, technical information, information relating to technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information;

(E) all other Intellectual Property listed on Exhibit 1(a)(ii)(E) attached hereto;

(F) all licenses relating to any Intellectual Property;

(G) all income and proceeds from any of the Intellectual Property and the licenses listed or referred to in item (F) above to the extent earned from and after the Closing Date; and

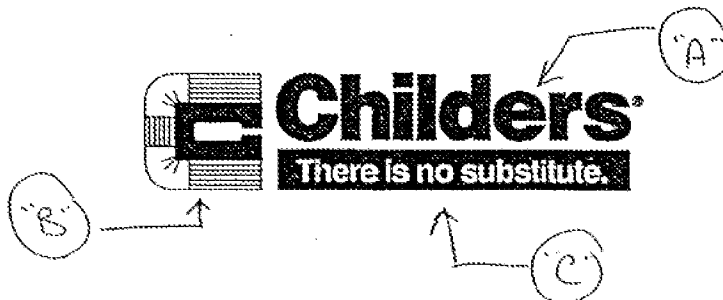
(H) all rights to damages and profits by reason of the infringement of any of the Intellectual Property;

in each case, as the same relate to Business as presently conducted by Seller;

(iii) Personal Property and Equipment. The personal property, machinery, equipment, and other similar personal property and spare parts listed on Exhibit 1(a)(iii) attached hereto (the "Equipment") used in the Business;

EXHIBIT (a) (ii) (A)

TRADE NAMES



"A" is the registered Trademark name of Childers.

"B" is the registered Trademark of the Childers logo.

"C" is a slogan Trademark, not registered.

COPYRIGHTS and TRADEMARKS

Existing U.S. and Canadian Trademark Registrations				
	Trademark	U.S. Reg. No.		Canada Reg. No.
	VI-CRYL	915,575		252,898
	ENCACEL V	1,033,515		257,087
	CHIL-BYL	1,149,815		---
	CHIL-GLAS	1,168,367		278,702
	CHIL-JOINT	1,147,673		---
	CHIL-KOTE	1,149,540		---
	CHIL-LAG	1,183,347		---
	CHIL-PERM	1,149,541		---
	CHIL-SEAL	1,149,542		---
	CHIL-STIX	1,149,543		---
	CHIL-SPRAY	1,147,427		---

Existing British Trademark Registrations		
	Trademark	U.K. Reg. No.
	VI-CRYL	1,165,367
	ENCACEL	1,110,189
	CHIL-BYL	1,165,364
	CHIL-JOINT	1,165,366
	CHIL-KOTE	1,165,357
	CHIL-SEAL	1,165,359
	CHIL-STIX	1,279,919
	CHIL-BOND	1,279,918

EXHIBIT A

CHILDERS

REGISTERED U.S. TRADEMARKS

<u>TRADEMARK</u>	<u>U.S. REG. NO.</u>
VI-CRYL	915,575
ENCACEL V	1,033,515
CHIL-BYL	1,149,815
CHIL-GLAS	1,168,367
CHIL-JOINT	1,147,673
CHIL-KOTE	1,149,540
CHIL-LAG	1,183,347
CHIL-PERM	1,149,541
CHIL-SEAL	1,149,542
CHIL-STIX	1,149,543
CHIL-SPRAY	1,147,427