# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
EFFECTIVE DATE:	02/10/2006	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Custom Building Products, Inc.		02/10/2006	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	DAP Products Inc.	
Street Address:	2400 Boston Street	
Internal Address:	Suite 200	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21224	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1654322	CUSTOM-PATCH
Registration Number:	2403945	PATCH-N-PAINT
Registration Number:	1578399	PATCH-N-PAINT

### **CORRESPONDENCE DATA**

900042531

Fax Number: (513)241-6234

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5132412324

cwitte@whepatent.com Email:

Correspondent Name: Thomas W. Flynn Address Line 1: 441 Vine Street Address Line 2: 2700 Carew Tower

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER: DAP-705G-319

> TRADEMARK **REEL: 003250 FRAME: 0067**

NAME OF SUBMITTER:	Thomas W. Flynn
Signature:	/Thomas W. Flynn/
Date:	02/21/2006
Total Attachments: 3 source=Assignment from Custom#page1.tif source=Assignment from Custom#page2.tif source=Assignment from Custom#page3.tif	

**TRADEMARK** 

**REEL: 003250 FRAME: 0068** 

FEB-09-2006

# TRADEMARK ASSIGNMENT

This Trademark Assignment is made this <u>/O</u> day of February, 2006, between CUSTOM BUILDING PRODUCTS, INC., a Delaware corporation, with its place of business at 13001 Seal Beach Blvd., Seal Beach, California 90740 ("Assignor"), and DAP PRODUCTS INC., a Delaware corporation with its place of business at 2400 Boston St., Suite 200, Baltimore, Maryland 21224 ("Assignee").

WHEREAS, the parties have entered into an Intellectual Property Purchase Agreement ("Agreement") dated January 19, 2006, pursuant to which Assignor has agreed to the transfer to Assignee of its entire right, title and interest in and to the Trademarks (as defined therein) adopted and used in commerce in connection with Assignor's operation of the Purchased Business (as defined in the Agreement), including those Trademarks listed on the attached Schedule I and the registrations and applications therefor shown thereon, and the goodwill associated thereto; and

WHEREAS, Assignee is desirous of acquiring is desirous of acquiring all right, title and interest in and to the Trademarks, the registrations and applications for registration for the Trademarks shown in Schedule I, and the goodwill associated with the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee, effective as of the date set forth below, all worldwide right, title and interest in and to (i) the Trademarks, (ii) the registrations and applications for registration of the Trademarks shown in Schedule I, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, (iv) all rights of action arising from the Trademarks, including all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and (v) the goodwill of the business symbolized by the Trademarks.

[Signature page follows] -

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TRADEMARK REEL: 003250 FRAME: 0069 IN WITNESS WHEREOF, this Trademark Assignment is executed this \_\_\_\_ day of February, 2006.

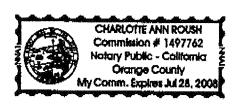
Custom Building Products, Inc. (Assignor)	DAP Products Inc. (Assignee)
By: Zhom Po Pol	Ву:
Name: Thomas R. Peak	Name:
Title: President	Title:
THE STATE OF alignmia }	
BEFORE ME, the undersigned a	authority, on this day personally appeared to be the person whose name is subscribed of Custom Building Products, Inc. and the same for the purposes and consideration

GIVEN under my hand and seal of this office this 10th day of February, 2006.

NOTARY PUBLIC

(NOTARY SEAL)

therein expressed.



# **SCHEDULE I**

Country	Mark	Reg. No.	Reg. Date	Goods
U.S.	CUSTOM- PATCH	1,654,322	8/20/91	Latex bridging and patching compound for use in building and construction, in int. class 17
U.S.	PATCH-N- PAINT	2,403,945	11/14/00	Building material, namely, a spackling compound for filling cracks or imperfections in surfaces to render such surfaces suitable for further treatment, in int. class 19
U.S.	PATCH-N- PAINT	1,578,399	1/16/90	Building materials, namely, a compound for filling cracks or imperfections in surface to render the surface suitable for further treatment, in int. class 12

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TRADEMARK

RECORDED: 02/21/2006 REEL: 003250 FRAME: 0071