

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignor, a partial owner of the mark, assigns his entire interest and goodwill in the mark		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Robert D. Newman		03/27/2006	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Specialty Products of Greenwood, Missouri, Inc.		
<b>Street Address:</b>	P.O. Box 377		
<b>City:</b>	Greenwood		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	64034		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78330648	SMART-WALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(816)474-9057		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	816-474-9050		
<b>Email:</b>	cdb@hoveywilliams.com		
<b>Correspondent Name:</b>	Andrew G. Colombo; Hovey Williams LLP		
<b>Address Line 1:</b>	2405 Grand Blvd.		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108		
<b>ATTORNEY DOCKET NUMBER:</b>	AGC/LONGARM/G35/1930.244		
<b>NAME OF SUBMITTER:</b>	Andrew G. Colombo		
<b>Signature:</b>	/Andrew G. Colombo/		

CH \$40.00 78330648

Date:

03/28/2006

**Total Attachments: 3**

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## ASSIGNMENT

This Agreement is entered into by and between ROBERT D. NEWMAN (hereinafter "ASSIGNOR"), an individual and citizen of the United States of America having an address P.O. Box 377, Greenwood, Missouri 64034; and SPECIALTY PRODUCTS OF GREENWOOD, MISSOURI, INC. (hereinafter "ASSIGNEE"), a corporation duly organized under the laws of the State of Missouri having an address of P.O. Box 377, Greenwood, Missouri 64034.

Whereas, ASSIGNOR and ASSIGNEE commonly own the mark SMART-WALL (hereinafter "the Mark") and U.S. Trademark Application Serial No. 78/330,648 (hereinafter "the Application") filed on November 20, 2003, which covers the Mark;

Whereas, the Mark is now being used by a licensee of ASSIGNOR and ASSIGNEE;

Whereas, the Application has been suspended by the U.S. Trademark Office, and the Application has consequently not yet been amended to allege use of the Mark; and

Whereas, ASSIGNEE is desirous of acquiring all of ASSIGNOR's right, title and interest in, to and under the Mark and the Application.

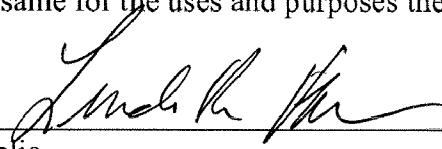
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR has sold, assigned and transferred, and by these presents does sell, assign and transfer, unto ASSIGNEE his full and exclusive right, title and interest, throughout the world, in, to and under the Mark, the Application, and any and all registrations which be granted for the Mark in the United States of America and all foreign countries thereto, together with the good will of the business symbolized by the Mark and the right to sue for and collect on all claims for damages by reason of past infringement of the Mark.



STATE OF Missouri )  
 ) ss.  
County of Jackson )

On this 27<sup>th</sup> day of March, 2006, before me personally appeared Deré Newman, to me known to be the person described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

  
\_\_\_\_\_  
Notary Public

My Commission expires:

6-13-08  
[SEAL]



LINDA R. FORE  
Jackson County  
My Commission Expires  
June 13, 2008