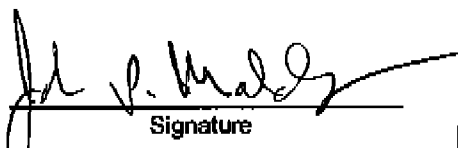


| Form PTO-1594<br>(Rev. 03/01)<br>OMB No. 0651-0027 (exp. 5/31/2002)<br>Tab settings <span style="font-size: 0.8em;">⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼</span>  |  | <b>RECORDATION FORM COVER SHEET</b><br><b>TRADEMARKS ONLY</b> |   | U.S. DEPARTMENT OF COMMERCE<br>U.S. Patent and Trademark Office |  |
|---|--|---|---|---|--|
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.   |  |   |   |   |  |
| <b>1. Name of conveying party(ies):</b><br>Tyco Plastics LP<br><br><div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s)<br/> <input type="checkbox"/> General Partnership<br/> <input checked="" type="checkbox"/> Corporation-Delaware<br/> <input type="checkbox"/> Other _____             </div> <div> <input type="checkbox"/> Association<br/> <input type="checkbox"/> Limited Partnership             </div> </div><br>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                          |  |   | <b>2. Name and address of receiving party(ies)</b><br>Name: <u>Covaleance Specialty Materials Corp.</u><br>Internal _____<br>Address: _____<br><br>Street Address: <u>1401 West 94th Street</u><br>City: <u>Minneapolis</u> State: <u>MN</u> Zip: <u>55431</u><br><br><input type="checkbox"/> Individual(s) citizenship _____<br><input type="checkbox"/> Association _____<br><input type="checkbox"/> General Partnership _____<br><input type="checkbox"/> Limited Partnership _____<br><input checked="" type="checkbox"/> Corporation-State <u>Delaware</u><br><input type="checkbox"/> Other _____<br><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>           (Designations must be a separate document from assignment)<br/>           Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small> |   |  |
| <b>3. Nature of conveyance:</b><br><div style="display: flex; justify-content: space-between;"> <div> <input checked="" type="checkbox"/> Assignment<br/> <input type="checkbox"/> Security Agreement<br/> <input type="checkbox"/> Other _____             </div> <div> <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Change of Name<br/> <input type="checkbox"/> Other _____             </div> </div> Execution Date: <u>02/07/2006</u>   |  |   | <b>4. Application number(s) or registration number(s):</b><br>A. Trademark Application No.(s) <u>See Attached Sheet</u><br>B. Trademark Registration No.(s) _____<br><br>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |   |  |
| <b>5. Name and address of party to whom correspondence concerning document should be mailed:</b><br>Name: <u>Moser IP Law Group</u><br><br>Internal Address: _____<br><br>_____<br><br>Street Address: <u>1040 Broad Street</u><br><u>2nd Floor</u><br><br>City: <u>Shrewsbury</u> State: <u>NJ</u> Zip: <u>07702</u>   |  |   | <b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 5px;">10</span><br><br><b>7. Total fee (37 CFR 3.41).....\$</b> <u>400.00</u><br><input type="checkbox"/> Enclosed<br><input checked="" type="checkbox"/> Authorized to be charged to deposit account<br><br><b>8. Deposit account number:</b><br><u>50-3562</u>  |   |  |
| <b>DO NOT USE THIS SPACE</b>  |  |   |   |   |  |
| <b>9. Signature.</b><br><br><div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>John P. Maldjian, Reg. No. 41,967</u><br/>           Name of Person Signing         </div> <div style="text-align: center;"> <br/>           Signature         </div> <div style="text-align: center;"> <u>4/11/06</u><br/>           Date         </div> </div> <div style="text-align: right; margin-top: 10px;"> <span style="border: 1px solid black; padding: 2px 5px;">9</span> </div> |  |   |   |   |  |

Total number of pages including cover sheet, attachments, and document: 9  
 Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

700257336

**TRADEMARK**  
**REEL: 003288 FRAME: 0677**

CH \$266.00 603662 2676193

| Trademark            | Reg. Number | Reg. Date  | App. Number | File Date  |
|----------------------|-------------|------------|-------------|------------|
| PLAS-TUFF            | 2576193     | 6/4/2002   | 76/323103   | 10/10/2001 |
| PULL FRESH           | 2670369     | 12/31/2003 | 78/059415   | 4/20/2001  |
| QUICK PICKS          | 1974179     | 5/14/1996  | 74/524758   | 5/16/1994  |
| RHINO-X (AND DESIGN) | 1773651     | 5/25/1993  | 74/082267   | 7/26/1990  |
| RIP STOP             | 1937932     | 11/28/1995 | 74/519522   | 5/3/1994   |
| RIP-STOP             | 2771591     | 10/7/2003  | 78/125016   | 4/30/2002  |
| RUFFIES              | 2063547     | 5/20/1997  | 75/177550   | 10/10/1996 |
| RUFFIES              | 1203613     | 8/3/1982   | 73/104601   | 10/27/1976 |
| RUFFIES AND DESIGN   | 2006264     | 10/8/1996  | 75/018342   | 11/13/1995 |
| RUFFIES PRO          | 2102329     | 9/30/1997  | 75/130666   | 7/8/1996   |

### **TRADEMARK ASSIGNMENT**

WHEREAS, **TYCO PLASTICS LP** (hereinafter "Assignor"), the full address of whose principal office or place of business is **1401 West 94<sup>th</sup> Street, Minneapolis, MN 55431**, is the owner of the trademark(s) listed on the attached Schedule A;

AND WHEREAS, **COVALENCE SPECIALTY MATERIALS CORP.** (hereinafter "Assignee"), the full post office address of whose principal office or place of business is **c/o Apollo Management V, L.P., 9 West 57<sup>th</sup> Street, New York, New York 10019**, is desirous of acquiring all rights in and to all trademarks listed on Schedule A and all goodwill attached thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and effective February 16 2006, said Assignor does hereby assign and transfer to said Assignee, its successors and assigns, all right, title and interest in and to the trademarks identified on Schedule A, including any applications, registrations and common law marks (hereinafter "Trademarks"), for all countries, jurisdictions, and political entities of the world, whether or not registered, together with the goodwill attaching to said Trademarks, and the right to sue and recover for past infringement of the said Trademarks, as well as the right to invoke and claim the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by a convention which may henceforth be substituted for it;

SAID ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full and formal equivalent of any assignment, consent to file or like document which may be required in any country or region for recordation purposes for any of the foregoing rights conveyed herein;

SAID ASSIGNOR hereby covenants that it has the full right to convey the entire right, title and interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith;

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SAID ASSIGNOR hereby covenants that it has the full right to convey the entire right, title and interest herein assigned and that it has not executed and will not execute any agreement in conflict herewith;

IN THE EVENT of any conflict between this assignment and the Stock and Asset Purchase Agreement of December 20, 2005 (hereinafter "Agreement"), the Agreement will control. Nothing in this assignment should be deemed to amend or modify in any way any of the terms and conditions of the Agreement or any rights or obligations of the parties thereto.

IN WITNESS WHEREOF, said Assignor has caused these presents to be executed under the hands of its duly authorized officers, in the City of Minneapolis, Minnesota;

Assignor: TYCO PLASTICS LP

Signature: 

Date: February 7, 2006

Name: Terry Sutter

Title: President

The above signature was notarized (U.S. only) or witnessed as follows:

Witness Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

OR

3

State of: New JerseyCounty of: MercerOn this 7<sup>th</sup> day of February, 2006, before me personally came Terry Sutter

to me personally known, or who has produced \_\_\_\_\_ as identification,  
known to me to be the person described in and who executed the foregoing assignment, and  
acknowledged to me that the execution of the same was a free act and deed.

Patricia E. Marchesani

Printed Name of Notary

Patricia E. Marchesani

Signature of Notary

Notary Seal:

PATRICIA E. MARCHESANI  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES AUG 30 2006

IN ACKNOWLEDGMENT of the foregoing, said Assignee has caused this assignment to be accepted under the hands of its duly authorized officer, in the City of \_\_\_\_\_, \_\_\_\_\_:

Assignee: COVALENCE SPECIALTY MATERIALS CORP.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The above signature was notarized as follows:

State of: new york

County of: new york

On this 14th day of February, 2006, before me personally came Michael Jupiter to me personally known, or who has produced NYS Driver's License as identification, known to me to be the person described in and who executed the foregoing assignment, and acknowledged to me that the execution of the same was a free act and deed.

Stacey L. Helfman

Printed Name of Notary

Stacey L. Helfman

Signature of Notary

Notary Seal:

STACEY L. HELFMAN  
Notary Public, State of New York  
No. 30-01HE4938518  
Qualified in Nassau County  
Certificate Filed in New York County  
Commission Expires July 25, 2016

**Schedule A**

| <b>Country</b>                  | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Serial No.</b> | <b>Serial Date</b> |
|---------------------------------|-----------------|------------------|-------------------|--------------------|
| <b>Canada</b>                   |                 |                  |                   |                    |
| RIP-STOP                        |                 |                  | 1207106           | 2/20/2004          |
| STARTEX                         | 419285          | 11/5/1993        | 0710762           | 8/11/1992          |
| <b>Mexico</b>                   |                 |                  |                   |                    |
| STARTEX                         |                 | 449498           | 12/17/1993        | 9/2/1993           |
| KLEEN KAN                       |                 |                  | 187032            | 1/3/1994           |
| HIPOLEX AND DESIGN              | 481213          | 12/2/1994        | 187031            | 1/3/1994           |
| ON THE GO                       | 774121          | 12/10/2003       | 552319            | 6/18/2002          |
| <b>United States of America</b> |                 |                  |                   |                    |
| AGRI-POLY                       | 1924624         | 10/3/1995        | 74/420770         | 8/5/1993           |
| BIG CITY                        | 1788140         | 8/17/1993        | 74/345795         | 1/5/1993           |
| BRAHMA                          | 1959861         | 3/5/1996         | 74/581035         | 9/30/1994          |
| BUSINESS BAGS                   | 1850323         | 8/16/1994        | 74/356912         | 2/8/1993           |
| COLOR SCENTS                    | 1564382         | 11/7/1989        | 73/679062         | 8/17/1987          |
| CP (STYLIZED)                   | 1985143         | 7/9/1996         | 74/615365         | 12/27/1994         |
| CP (STYLIZED)                   | 1939885         | 12/5/1995        | 74/615044         | 12/27/1994         |
| CURB SIDE                       | 2032127         | 1/21/1997        | 75/061445         | 2/23/1996          |
| CUT & COVER                     | 1650160         | 7/9/1991         | 74/085508         | 8/6/1990           |
| ECO-CHOICE                      | 1785533         | 8/3/1993         | 74/800711         | 3/13/1992          |
| ECO-CHOICE AND DESIGN           | 1748429         | 1/26/1993        | 74/255283         | 3/13/1992          |
| FILM-GARD                       | 1130866         | 2/12/1980        | 73/193538         | 11/16/1978         |
| FILM-GARD AND DESIGN            | 1130869         | 2/12/1980        | 73/199262         | 1/8/1979           |
| FOLDED BANNER (DESIGN ONLY)     | 2610912         | 8/20/2002        | 76/191120         | 1/9/2001           |
| HANDY BAND                      | 2502895         | 10/30/2001       | 75/842384         | 11/6/1999          |
| HIPOLEX (STYLIZED)              | 1797816         | 10/12/1993       | 74/360968         | 2/22/1993          |
| HIPOLEX AND DESIGN              | 1314695         | 1/15/1985        | 73/470654         | 3/16/1984          |
| HOSPILINER AND DESIGN           | 1546277         | 7/4/1989         | 73/756634         | 10/11/1988         |
| HOSPI-TUFF                      | 2578656         | 6/12/2002        | 76/321859         | 10/9/2001          |
| ISOLINER AND DESIGN             | 1543505         | 6/13/1989        | 73/737792         | 7/1/1988           |
| IT'S MORE, FOR LESS.            | 1849274         | 8/9/1994         | 74/373722         | 3/30/1993          |

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|  |         |            |           |            |
|--|---------|------------|-----------|------------|
| KLEEN KAN                                      | 1104779 | 10/24/1978 | 73/157959 | 2/7/1978   |
| LINEAR-PLUS (STYLIZED)                         | 1421053 | 12/16/1986 | 73/550430 | 7/29/1985  |
| LOCK-TIGHT                                     | 1564013 | 10/31/1989 | 73/720147 | 4/1/1988   |
| LOCK-TIGHT                                     | 2008500 | 10/15/1996 | 75/019060 | 11/14/1995 |
| MEAN GREEN                                     | 2874439 | 8/17/2004  | 78/219520 | 2/27/2003  |
| METALLO-TUFF                                   | 2538586 | 2/12/2002  | 75/897078 | 1/14/2000  |
| NO TEAR (DESIGN ONLY)                          | 1843602 | 7/5/1994   | 74/090473 | 8/23/1990  |
| PAILPALS                                       | 1640531 | 4/9/1991   | 74/051693 | 4/23/1990  |
| PHOTOLAM                                       | 2015491 | 11/12/1996 | 75/024321 | 11/27/1995 |
| PLAS-TUFF                                      | 2576193 | 6/4/2002   | 76/323103 | 10/10/2001 |
| PULL FRESH                                     | 2670369 | 12/31/2003 | 78/059415 | 4/20/2001  |
| QUICK PICKS                                    | 1974179 | 5/14/1996  | 74/524758 | 5/16/1994  |
| RHINO-X (AND DESIGN)                           | 1773651 | 5/25/1993  | 74/082267 | 7/26/1990  |
| RIP STOP                                       | 1937932 | 11/28/1995 | 74/519522 | 5/3/1994   |
| RIP-STOP                                       | 2771591 | 10/7/2003  | 78/125016 | 4/30/2002  |
| RUFFIES  | 2063547 | 5/20/1997  | 75/177550 | 10/10/1996 |
| RUFFIES  | 1203613 | 8/3/1982   | 73/104601 | 10/27/1976 |
| RUFFIES AND DESIGN                             | 2006264 | 10/8/1996  | 75/018342 | 11/13/1995 |
| RUFFIES PRO                                    | 2102329 | 9/30/1997  | 75/130666 | 7/8/1996   |
| RUFFIES SURE STRENGTH                          | 2080749 | 7/22/1997  | 75/017328 | 11/9/1995  |
| SHOP SAK                                       | 1689689 | 5/26/1992  | 74/073121 | 6/27/1990  |
| SHOP SAK                                       | 2234211 | 3/23/1999  | 75/450536 | 3/16/1998  |
| SOLUTIONS FOR SUCCESS                          | 2035911 | 2/4/1997   | 74/470835 | 12/20/1993 |
| SPARTAN DESIGN                                 | 1799348 | 10/19/1993 | 74/263975 | 4/8/1992   |
| STARTEX  | 1791559 | 9/7/1993   | 74/265897 | 4/14/1992  |
| STARVAC  | 1505847 | 9/27/1988  | 73/705110 | 1/11/1988  |
| STARVAC II                                     | 1510087 | 10/25/1988 | 73/705490 | 1/11/1988  |
| STEEL-FLEX                                     | 1314697 | 1/15/1985  | 73/471490 | 3/21/1984  |
| STEEL-FLEX                                     | 1771431 | 5/18/1993  | 74/316061 | 9/21/1992  |
| STOR-FRESH                                     | 1760683 | 3/23/1993  | 74/801046 | 8/19/1991  |
| STOR-MORE                                      | 1693094 | 6/9/1992   | 74/130137 | 1/14/1991  |
| STRESS-TECH                                    | 2073591 | 6/24/1997  | 75/094368 | 4/22/1996  |
| STRETCH-FIT                                    |         |            | 78/497194 | 10/8/2004  |
| STRETCH-FIT and Design                         |         |            | 78/752285 | 11/11/2005 |
| STRETCH-FIT, THE STRENGTH IS<br>IN THE STRETCH |         |            | 78/752280 | 11/11/2005 |
| STRETCHING HANDS DESIGN                        | 2111472 | 11/4/1997  | 75/008561 | 10/23/1995 |
| STRONG BOY                                     | 0972662 | 11/13/1973 | 72/449043 | 2/16/1973  |
| SUNBELT PLASTICS                               | 1526856 | 2/28/1989  | 73/728123 | 5/12/1988  |
| SUPER-GARD                                     | 1689039 | 5/26/1992  | 74/085510 | 8/6/1990   |

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|                    |         |            |           |           |
|--------------------|---------|------------|-----------|-----------|
| SURE SAK           | 1536375 | 4/25/1989  | 73/746102 | 8/15/1988 |
| SURE-GRIP          | 1718120 | 9/22/1992  | 74/085509 | 8/6/1990  |
| TOSS'EMS           | 1640532 | 4/9/1991   | 74/051695 | 4/23/1990 |
| TRISTAR AND DESIGN | 1516371 | 12/13/1988 | 73/719919 | 3/25/1988 |
| TUFFIES            | 0911943 | 6/8/1971   | 72/356428 | 4/9/1970  |
| ULTRAGUARD         | 1458349 | 9/22/1987  | 73/646858 | 2/27/1987 |
| VALU SAK           | 1640449 | 4/9/1991   | 74/038165 | 3/13/1990 |
| VALU-FOLD          | 1888421 | 4/11/1995  | 74/478050 | 1/10/1994 |
| VAPEX              | 1997660 | 8/27/1996  | 75/975214 | 5/24/1994 |
| WING TIE           | 2451637 | 5/15/2001  | 75/625169 | 1/22/1999 |
| KP AND DESIGN      | 2578606 | 6/11/2002  | 76/317671 | 9/25/2001 |
| DIET KIT           | 1052150 | 11/2/1976  | 72/428086 | 6/23/1972 |
| CRYSTAL CLEAN      | 0948567 | 12/12/1972 | 72/382372 | 1/29/1971 |