| П |
|-----|
| 100 |
| Ø |
| 92 |
| 6 |
| |
| Ø |
| ø |
| О |
| ő |
| Ю |
| 0 |
| |
| o |
| Ю |
| l٨ |
| М |
| Ň |
| X |
| |
| |
| |
| Ä |

4

| | RKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
|--|--|
| Tab settings | <u> </u> |
| To the Honorable Commissioner of Patents and Trademarks: | Please record the attached original documents or copy thereof. |
| Name of conveying party(ies): Tyco Plastics LP | Name and address of receiving party(ies) Name:Covalence Specialty Materials Corp. Internal Address: |
| individual(s) General Partnership Corporation-Delaware Other | Street Address: 1401 West 94th Street City: Minneapolis State: MN Zip: 55431 Individual(s) citizenship Association |
| Additional name(s) of conveying party(ies) attached? Yes V | |
| 3. Nature of conveyance: | Limited Partnership |
| Assignment Merger | Corporation-State Delaware |
| Security Agreement Change of Name Other Execution Date: 02/07/2006 | Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes (Designations must be a separate document from essignment) Additional name(s) & address(es) attached? Yes No |
| Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached Sheet Additional number(s) a | B. Trademark Registration No.(s) |
| Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and registrations involved: |
| Name: Moser IP Law Group Internal Address: | 7. Total fee (37 CFR 3.41)\$_400.00 |
| IIRGIIIai Addidaa, | Enclosed . |
| | Authorized to be charged to deposit account |
| Street Address: 1040 Broad Street | 8. Deposit account number: |
| 2nd Floor | 50-3562 |
| City: Shrewsbury State: NJ Zip:07702 | |
| · · · · · · · · · · · · · · · · · · · | E THIS SPACE |
| V | Signature Date |

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 003288 FRAME: 0686

| Trademark | Reg. | Reg. Date | App./ Serial | File Date |
|---------------|---------|-----------|--------------|------------|
| | Number | | Number | |
| 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 |

28196-1

TRADEMARK
REEL: 003288 FRAME: 0687

TRADEMARK ASSIGNMENT

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

AND WHEREAS, <u>COVALENCE SPECIALTY MATERIALS CORP.</u>

(hereinafter "Assignee"), the full post office address of whose principal office or place of business is <u>c/o Apollo Management V. L.P., 9 West 57th Street, New York, New York 10019</u>, 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 Felous 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;

TRADEMARK REEL: 003288 FRAME: 0688 2

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;

| Signature: | - · |
|-------------------------------------|-------------------------------------|
| 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: |

OR

. .

| State of: New Jersey County of: Mercer | | |
|--|-------------------------------------|------------------------|
| County of: Mercer | | |
| On this HA day of Februar | 2006, before me personally | came Terry Sutter |
| to me personally known, or who h | as produced | as identification, |
| known to me to be the person des | cribed in and who executed the fore | egoing assignment, and |
| acknowledged to me that the exec | ution of the same was a free act an | d deed. |
| | | |
| Patricia E Marchesani | Potricia E. Marcheran | Notary Seal: |
| Printed Name of Notary | Signature of Notary | · - |

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

| IN ACKNOWLEDGMEN | T of the forego | oing, said Assignee has caused this |
|--|-------------------|-------------------------------------|
| assignment to be accepted under the hand | ls of its duly at | uthorized officer, in the City of |
| | | |
| Assignee: COVALENCE SPECIALTY N | AATERIALS (| CORP. |
| Signature: | Date: | 2/14/4 |
| Name: Milhoe V, Jug AV | | • |
| Title: Towar | | |

The above signature was notarized as follows:

State of: YIEU YOYA

On this Athday of DOYUGIU, 2006, before me personally came MICHOEL JUPHCI to me personally known, or who has produced NYS DOYUGS UCCOSE 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.

Printed Name of Notary

Signature of Notary

STACEY L HELFMAN
Notary Public State of New York
No. 30-01HE4938518
Ovalified in Nassau County
Certificate Filed in New York County
Commission Expires July 25, 2011

, n

5

Schedule A

| Country | Reg. No. | Reg. Date | Serial No. | Serial Date |
|--------------------------|------------------|------------------------|------------|-----------------------|
| | | | | |
| Canada | | | | |
| RIP-STOP | | | 1207106 | 2/20/2004 |
| STARTEX | 419285 | 11/5/1993 | 0710762 | 8/11/1992 |
| Mexico | 712400 | | 0 | |
| STARTEX | | 449498 | 12/17/1993 | 9/2/1993 |
| KLEEN KAN | | 41,71 /0 | 187032 | 1/3/1994 |
| HIPOLEX AND DESIGN | 481213 | 12/2/19 9 4 | 187031 | 1/3/1994 |
| ON THE GO | 774121 | 12/10/2003 | 552319 | 6/18/2002 |
| United States of America | | 12.10.200 | ****** | |
| - | | 100/1005 | 04/400000 | 01511003 |
| 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 2/8/1993 |
| BUSINESS BAGS | 1850323 | 8/16/1994 | 74/356912 | |
| 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 (| <u>-</u> | 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 | 1314 69 5 | 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 |

TRADEMARK

REEL: 003288 FRAME: 0692

| | 6 | | | |
|---|----------------------|------------------------|-------------------|------------------------------|
| 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 | <i>75/</i> 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 | 20 5491 | 11/12/1 996 | 75/024321 | 11/2 7 /1 99 5 |
| 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 | 193 79 32 | 11/28/1995 | 74/519522 | 5/3/19 94 |
| 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 | 1/13/1 99 5 |
| RUFFIES PRO | 2102329 | 9/30/1997 | 75/130666 | 7/8/1996 |
| RUFFIES SURE STRENGTH | 2080749 | 7/22/1997 | 75/017328 | 11/9/1 99 5 |
| SHOP SAK | 1689689 | 5/26/1992 | 74/073121 | 6/27/1990 |
| SHOP SAK | 2234211 | 3/23/1999 | 75/450536 | 3/1 6/1998 |
| SOLUTIONS FOR SUCCESS | 2035911 | 2/4/1997 | 74/470835 | 12/20/1993 |
| SPARTAN DESIGN | 17 99 348 | 10/19/1993 | 74/263975 | 4/8/1 99 2 |
| 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 | 1/1 4/199 1 |
| 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 STRENG IN THE STRETCH | TH IS | | 78/752280 | 11/11/2005 |
| STRETCHING HANDS DESIG | N2111472 | 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 |
| | | | | |

TRADEMARK REEL: 003288 FRAME: 0693

| | 7 | | | |
|--------------------|---------|------------|-------------------|-----------|
| 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 | <i>76/</i> 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 |

TRADEMARK REEL: 003288 FRAME: 0694

RECORDED: 04/11/2006