

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Tyco Plastics LP

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 02/07/2006

2. Name and address of receiving party(ies)

Name: Covalece Specialty Materials Corp.

Internal

Address: _____

Street Address: 1401 West 94th Street

City: Minneapolis State: MN Zip: 55431

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Attached Sheet

B. Trademark Registration No.(s) _____

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Moser IP Law Group

Internal Address: _____

Street Address: 1040 Broad Street

2nd Floor

City: Shrewsbury State: NJ Zip: 07702

6. Total number of applications and registrations involved: _____

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7. Total fee (37 CFR 3.41).....\$ 400.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

50-3562

DO NOT USE THIS SPACE

9. Signature.

John P. Maldjian, Reg. No. 41,967
Name of Person Signing


Signature

4/11/06
Date

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

TRADEMARK

REEL: 003288 FRAME: 0695

700257334

CH \$265.00 503562 1849274

Trademark	Reg. Number	Reg. Date	App. Number	File Date
IT'S MORE, FOR LESS.	1849274	8/9/1994	74/373722	3/30/1993
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

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, 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 57th 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

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State of: New JerseyCounty of: Mercer

On this 7th 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 Notary Seal:

Signature of Notary

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

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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, 2006

TRADEMARK

REEL: 003288 FRAME: 0700

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				
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
United States of America				
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
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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 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

TRADEMARK

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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