

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Roanoke Companies Group, Inc.		03/17/2006	CORPORATION: MISSOURI
Chicago Adhesive Products Co.		03/17/2006	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
Name:	Specialty Construction Brands, Inc.		
Street Address:	P.O. Box 64683, 1200 Willow Lake Blvd.		
Internal Address:	WLB-Law-Trademarks		
City:	Saint Paul		
State/Country:	MINNESOTA		
Postal Code:	55164-0683		
Entity Type:	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 27</b>			
Property Type	Number	Word Mark	
Registration Number:	1991562	EZ	
Registration Number:	1991549	EZ	
Registration Number:	1881740	1	
Registration Number:	1877317	1 ALL IN ONE	
Registration Number:	1816542	TILE-PERFECT	
Registration Number:	2770955	COLOR CAULK	
Registration Number:	2656541	TOSCANA	
Registration Number:	2755397		
Registration Number:	2768802	AMCO TOOL	
Registration Number:	2718841	SPREAD & SET	
Registration Number:	2651968	NATURAL DESIGNS	
Registration Number:	2651969	VALUTILE	

CH \$690.00 1991562

900047680

**TRADEMARK**  
**REEL: 003298 FRAME: 0366**

Registration Number:	2694261	REDI-MADE
Registration Number:	2716740	SEAM FINISH
Registration Number:	2746352	COUNTERMATE
Registration Number:	2979135	STAND 'N SEAL
Registration Number:	2942187	IMPRESSIONS
Registration Number:	3034577	COLOR CAULK
Registration Number:	2674759	GLU OFF
Registration Number:	3003848	COUNTERMATE
Registration Number:	871987	CHAPCO
Registration Number:	1745393	SAFE-SET
Serial Number:	78581853	FLOR TECH
Serial Number:	78612544	FLORCRAFT
Serial Number:	78634021	STAND 'N SPRAY
Serial Number:	78751464	LEVEL+PLUS
Serial Number:	78663753	RUG GUARD

#### CORRESPONDENCE DATA

Fax Number: (651)415-9582  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 651-236-5824  
 Email: susan.hammes@hbfuller.com  
 Correspondent Name: Susan Hammes - H.B. Fuller Company  
 Address Line 1: P.O. Box 64683  
 Address Line 2: WLB-Law-Trademarks  
 Address Line 4: Saint Paul, MINNESOTA 55164-0683

ATTORNEY DOCKET NUMBER:	ROANOKE ACQ.
NAME OF SUBMITTER:	Susan K.M. Hammes
Signature:	/susan k.m. hammes/
Date:	04/27/2006

#### Total Attachments: 14

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**INTELLECTUAL PROPERTY BILL OF SALE  
AND ASSIGNMENT AGREEMENT**

This Intellectual Property Bill of Sale and Assignment Agreement (this "Agreement"), by and between SPECIALTY CONSTRUCTION BRANDS, INC., a Minnesota corporation (the "Company"), SCB SUB, INC., a Minnesota corporation and wholly owned subsidiary of the Company ("Buyer"), ROANOKE COMPANIES GROUP, INC., a Missouri corporation ("Roanoke"), and CHICAGO ADHESIVE PRODUCTS CO., an Illinois corporation ("Chapco") and collectively with Roanoke, the "Sellers", is effective as of March 17, 2006.

**RECITALS**

WHEREAS, pursuant to section 9.2(a) and 9.3(b) of that certain Asset Purchase Agreement (the "Purchase Agreement") dated as January 30, 2006 among H.B. FULLER COMPANY, a Minnesota corporation and the sole shareholder of the Company ("Parent"), Buyer, Sellers, WILLIAM J. KYTE ("Kyte"), JOHN H. JOHNTZ, JR. ("Johntz"), RICHARD F. TRIPODI, and THOMAS K. JONES and subject to the terms and conditions set forth therein, Sellers have agreed to transfer the Assets to Buyer, and Buyer has agreed to assume the Assumed Liabilities.

WHEREAS, the parties hereto desire for certain of the Intellectual Property included in the Assets to be transferred to the Company instead of the Buyer.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company, Buyer and Sellers hereby agree as follows:

1. Defined Terms. All capitalized terms used in this Agreement have the same respective meanings given to those terms in the Purchase Agreement, unless otherwise expressly stated or defined herein.
2. Assignment of Certain Intellectual Property. Sellers hereby sell, assign, convey, transfer and deliver to the Company, and the Company hereby acquires and accepts from Sellers, all right, title, and interest in the Intellectual Property listed on Exhibit A hereto.
3. No Assumption of Liabilities. The Company and its successors and assigns do not assume or accept responsibility for any liabilities of the Sellers or the Shareholders of any nature whatsoever (whether accrued, absolute, contingent, known, unknown, asserted, unasserted, liquidated, unliquidated or otherwise).
4. Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement, and is subject to every agreement, representation, warranty, indemnification, covenant and provision contained in the Purchase Agreement.

5. Counterparts. This Agreement may be executed in counterparts, and delivered by facsimile or other means of electronic communication, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

[Signature page to follow.]

M1:1298954.03

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

**SELLERS:**

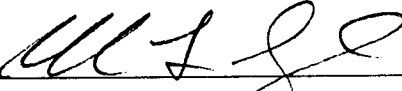
ROANOKE COMPANIES GROUP, INC.

By: 

Name: Richard F. Tripodi

Title: President

CHICAGO ADHESIVE PRODUCTS CO.

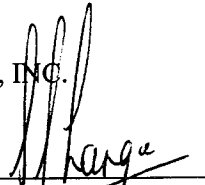
By: 

Name: Richard F. Tripodi

Title: President

**BUYER:**

SCB SUB, INC.

By: 

Name: Stephen J. Large

Title: President

**COMPANY:**

SPECIALTY CONSTRUCTION BRANDS, INC.

By: 

Name:

Title:

**Exhibit A****Registered U.S. Trademarks to be Assigned to Specialty Construction Brands, Inc.:**

MARK	REG. NO.	STATUS
EZ	1,991,562	Assigned to RCG by CC 6/14/04
EZ	1,991,549	Assigned to RCG by CC 6/14/04
1	1,881,740	Assigned to RCG by CC 6/14/04
1 (ALL IN ONE) (and design)	1,877,317	Assigned to RCG by CC 6/14/04
TILE-PERFECT	1,816,542	Assigned to RCG by CC 6/14/04
COLOR CAULK (and design)	2,770,955	Assigned to RCG by CC 6/14/04
TOSCANA	2,656,541	Assigned to RCG 6/14/04
(design mark –stylized representation of a trowel)	2,755,397	Assigned to RCG by CC 6/14/04
AMCO TOOL	2,768,802	Assigned to RCG by CC 6/14/04
SPREAD & SET	2,718,841	Assigned to RCG by CC 6/14/04
VALUTILE	2,651,969	Assigned to RCG 6/14/04
NATURAL DESIGNS	2,651,968	Assigned to RCG by CC 6/14/04
REDI-MADE	2,694,261	Assigned to RCG by CC 6/14/04
SEAM FINISH	2,716,740	Assigned to RCG by CC 6/14/04
COUNTERMATE	2,746,352	Assigned to RCG by CC 6/14/04
STAND 'N SEAL	2,979,135	Assigned to RCG by CC 6/14/04
IMPRESSIONS	2,942,187	Assigned to RCG by CC 6/14/04
COLOR CAULK	3,034,577	Assigned to RCG by CC 6/14/04.
GLU • OFF	2,674,759	Assigned to RCG by CC 6/14/04
Design mark (word COUNTERMATE with triangular and rectangular background)	3,003,848	Assigned to RCG by CC 6/14/04
CHAPCO	871,987	Reg. to CHAPCO 7/1/1969
SAFE-SET	1,745,393	Reg. to CHAPCO 1/12/93

**Pending U.S. Trademarks to be Assigned to Specialty Construction Brands, Inc.:**

MARK	REG. NO.	STATUS
FLOR TECH	78/581,853	Filed 3/7/05 by RCG
FLORCRAFT	78/612,544	Filed 4/20/05 by RCG
STAND 'N SPRAY	78/634,021	Filed 5/20/05 by RCG
LEVEL + PLUS	78/751,464	Filed 11/10/05 by RCG
RUG GUARD	78/663,753	Filed 7/5/05 by RCG

**Registered Foreign Trademarks to be Assigned to Specialty Construction Brands, Inc.:**

MARK	APP/REG. NO.	COUNTRY	STATUS
COLOR CAULK	1236898	Canada	Filed 11/10/04 by RCG
MX-COLORCAULK	687,439	Mexico	Filed 11/10/04 by RCG
PR-COLORCAULK	63,353	Puerto Rico	Filed 11/10/04 by RCG.

**Issued U.S. Patents to be Assigned to Specialty Construction Brands, Inc.:**

<b>TITLE</b>	<b>PATENT NO.</b>	<b>STATUS</b>
Handle	D472787	Filed 4/1/2002

**Pending U.S. Patent Applications to be Assigned to Specialty Construction Brands, Inc.:**

<b>TITLE</b>	<b>SERIAL NO.</b>	<b>STATUS</b>
Textured grout composition, dispenser therefor, and method of use.	10/669,991	Filed 9/24/03
Stain-resistant grout composition, dispenser therefor, and method of use.	10/795,608	Filed 3/8/04
Stain-resistant grout composition, dispenser therefor, and method of use. (EPO of '608, above)	10/951,060	Filed 9/27/04
Grout composition, dispenser therefor, and method of use.	10/951,061	Filed 9/27/04

**Foreign Applications to be Assigned to Specialty Construction Brands, Inc.:**

<b>TITLE</b>	<b>APP NO.</b>	<b>STATUS</b>
Textured grout composition, dispenser therefor, and method of use	PCT/US2004/031497	Filed 9/23/04 by CC
Stain-resistant grout composition, dispenser therefor, and method of use.	EP05004929	Filed 8/3/04 by RCG
Grout composition, dispenser therefor, and method of use.	PCT/US2005/034108	Filed 9/22/05 by RCG
Stain-resistant grout composition, dispenser therefor, and method of use.	PCT/US2005/033822	Filed 9/22/05 by RCG

**Domain Names to be Assigned to Specialty Construction Brands, Inc.:**

<b>DOMAIN NAME</b>	<b>REGISTRANT</b>	<b>STATUS</b>
www.roanokecompaniesgroup.com	RCG	Resolve to RCG main page
www.colorcaulk.com	CC	Resolve to RCG main page
www.chapco-adhesive.com	CHAPCO	Resolve to RCG main page
www.amcotool.com	CC	Resolve to RCG main page



### **ASSIGNMENT OF TRADEMARKS**

WHEREAS, Roanoke Companies Group, Inc., a corporation organized under the laws of the state of Missouri and having a principal place of business at 3148 Roanoke Road in Kansas City Missouri 64111 (hereinafter referred to as ASSIGNOR) is the owner of the entire right, title and interest in and to the following trademarks registered in the United States Patent and Trademark Office:

<b>MARK</b>	<b>REG. NO.</b>
EZ	1,991,562
EZ	1,991,549
I	1,881,740
I (ALL IN ONE) (and design)	1,877,317
TILE-PERFECT	1,816,542
COLOR CAULK (and design)	2,770,955
TOSCANA	2,656,541
(design mark –stylized representation of a trowel)	2,755,397
AMCO TOOL	2,768,802
SPREAD & SET	2,718,841
VALUTILE	2,651,969
NATURAL DESIGNS	2,651,968
REDI-MADE	2,694,261
SEAM FINISH	2,716,740
COUNTERMATE	2,746,352
STAND 'N SEAL	2,979,135
IMPRESSIONS	2,942,187
COLOR CAULK	3,034,577
GLU • OFF	2,674,759
Design mark (word COUNTERMATE with triangular and rectangular background)	3,003,848

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in and to the following trademarks pending in the United States Patent and Trademark Office:

MARK	App. NO.
FLOR TECH	78/581,853
FLORCRAFT	78/612,544
STAND 'N SPRAY	78/634,021
LEVEL + PLUS	78/751,464
RUG GUARD	78/663,753

WHEREAS, ASSIGNOR is the owner of the entire right, title and interest in and to the following trademarks registered in jurisdictions outside of the United States:

MARK	APP/REG. NO.	COUNTRY
COLOR CAULK	1236898	Canada
MX-COLORCAULK	687,439	Mexico
PR-COLORCAULK	63,353	Puerto Rico

WHEREAS, Specialty Construction Brands, Inc., a corporation organized under the laws of Minnesota and having a place of business at 1200 Willow Lake Boulevard in St. Paul, Minnesota 55164 and a mailing address at P.O. Box 64683 in St. Paul, Minnesota 55164-0683 (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to said U.S. and foreign trademarks and registrations and the assets of the business and the good will of the business in connection with which the aforesaid trademarks have been used; and

WHEREAS, ASSIGNOR has agreed to execute such additional instruments as may be necessary or desirable to complete or confirm such acquisition by Assignee;

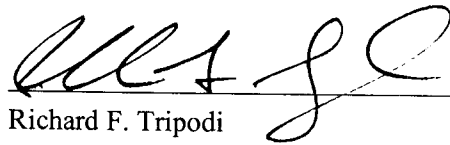
NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration the receipt and adequacy of which is hereby freely acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to said

trademarks and registrations, together with the business and the good will of the business in connection with which the said trademarks and registrations have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer to be hereunto affixed.

Roanoke Companies Group, Inc.

Date: March 17, 2006

A handwritten signature in black ink, appearing to read "R. Tripodi", is written over a horizontal line.

Richard F. Tripodi  
President

### **ASSIGNMENT OF TRADEMARKS**

WHEREAS, Chicago Adhesive Products Company (CHAPCO), a corporation organized under the laws of the state of Illinois and having a principal place of business at 1165 Arbor Drive in Romeoville, Illinois 60446 (hereinafter referred to as ASSIGNOR) is the owner of the entire right, title and interest in and to the following trademarks registered in the United States Patent and Trademark Office:

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>
CHAPCO	871,987
SAFE-SET	1,745,393

WHEREAS, Specialty Construction Brands, Inc., a corporation organized under the laws of Minnesota and having a place of business at 1200 Willow Lake Boulevard in St. Paul, Minnesota 55164 and a mailing address at P.O. Box 64683 in St. Paul, Minnesota 55164-0683 (hereinafter referred to as ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to said U.S. trademarks and registrations and the assets of the business and the good will of the business in connection with which the aforesaid trademarks have been used; and

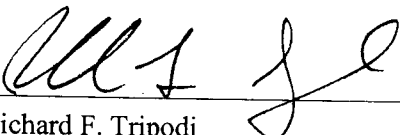
WHEREAS, ASSIGNOR has agreed to execute such additional instruments as may be necessary or desirable to complete or confirm such acquisition by Assignee;

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration the receipt and adequacy of which is hereby freely acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest of ASSIGNOR in and to said trademarks and registrations, together with the business and the good will of the business in connection with which the said trademarks and registrations have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer to be hereunto affixed.

Chicago Adhesive Products Company

Date: March 17, 2006

  
Richard F. Tripodi  
President

## **A S S I G N M E N T of PATENT RIGHTS**

WHEREAS, Roanoke Companies Group, a corporation organized under the laws of the state of Missouri and having a principal place of business at 3148 Roanoke Road in Kansas City Missouri 64111 (hereinafter referred to as "ASSIGNOR") having been assigned the entire right, title and interest in and to the Inventions that are the subject of U.S. Patent Number D472787, U.S. Patent Application Numbers 10/669,991, 10,795,608, 10/951,060, 10/951,061 and Foreign Patent Application Numbers PCT/US2004/031497, EP05004929, PCT/US2005/034108 and PCT/US2005/033822 (hereinafter the "Inventions") or improvements and in and to said Inventions, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States or in any other country;

WHEREAS, Specialty Construction Brands, Inc., a corporation organized under the laws of Minnesota and having a place of business at 1200 Willow Lake Boulevard in St. Paul Minnesota 55164 and a mailing address at P.O. Box 64683 in St. Paul, Minnesota 55164-0683 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the said Inventions or improvements and in and to said Inventions, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States or in any other country;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged, and intending to be legally bound, the said ASSIGNOR sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, to said ASSIGNEE, the entire right, title and interest in and to said Inventions or improvements and any and all continuations, divisions, and renewals of and substitutes for said Inventions, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its possessions and territories and in all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

AND the undersigned ASSIGNOR hereby covenants that it possesses the full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and further covenants and agrees that will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Inventions or improvements, said application and said Letters Patent in said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, and reissue applications, to make all rightful oaths, and generally to do everything

Docket No.: H1938-00001

M1:1302234.01

possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper patent protection for said Inventions or improvements in the United States and its possessions and territories and in all other countries;

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to said ASSIGNEE, the entire right, title and interest, in and to any and all Letters Patent for said Inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer to be hereunto affixed.

Roanoke Companies Group, Inc.

A handwritten signature in dark ink, appearing to read 'R. Tripodi', is written over a horizontal line.

Richard F. Tripodi  
President

Date: March 17, 2006

Docket No.: H1938-00001

MI:1302234.01

### **ASSIGNMENT OF DOMAIN NAMES**

WHEREAS, Roanoke Companies Group, Inc., a corporation organized under the laws of the state of Missouri and having a principal place of business at 3148 Roanoke Road in Kansas City, Missouri 64111 (hereinafter referred to as "RCG") is the owner of the entire right, title and interest in and to the following domain name, registered through Safenames, Ltd.:

roanokecompaniesgroup.com

WHEREAS, Color Caulk, Inc., having formed one corporation with RCG by way of a merger dated June 17, 2004 is the owner of the entire right, title and interest in and to the following domain names, registered through Network Solutions:

colorcaulk.com  
amcotool.com

WHEREAS, Chicago Adhesive Products Company ("CHAPCO"), being a wholly owned subsidiary of RCG, is the owner of the following domain name, registered through Network Solutions:

chapco-adhesive.com

WHEREAS, Specialty Construction Brands, Inc., a corporation organized under the laws of Minnesota and having a place of business at 1200 Willow Lake Boulevard in St. Paul, Minnesota 55164 and a mailing address at P.O. Box 64683 in St. Paul, Minnesota 55164-0683 (hereinafter referred to as "New Registrant") is desirous of acquiring the entire right, title and interest in and to said domain names; and

WHEREAS, RCG agrees to transfer the ownership of the Subject Domain Names to the New Registrant;

WHEREAS, RCG agrees and confirms that the Registrant name for the Subject Domain Names is to be changed from the current Registrant to Specialty Construction Brands, Inc.;

WHEREAS, RCG hereby gives its authorization to update the registrant information to reflect the transfer to the New Registrant;



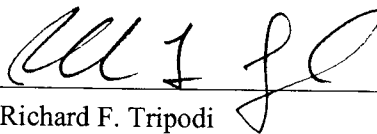
WHEREAS, RCG agrees that it shall promptly take such actions as may be reasonably necessary to complete the transfers in accordance with this Agreement. Those actions will include, without limitation, unlocking the Subject Domain Names so as to permit transfer, providing any codes required for the transfers, and answering in the affirmative any request from the Registrar of the Subject Domain Names to authorize completion of the transfers.

WHEREAS RCG hereby represents and warrants that it is authorized to legally bind the current Registrants of the Subject Domain Names with respect to the matters set forth above.

IN WITNESS WHEREOF, RCG has caused this instrument to be executed by its duly authorized corporate officer to be hereunto affixed.

Roanoke Companies Group, Inc.

Date: March 17, 2006

A handwritten signature in dark ink, appearing to read "RT", is written over a horizontal line.

Richard F. Tripodi  
President