

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 ADHESIVES LP

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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:

10

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

John P. Maldjian
Signature

6/5/06

Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$265.00 503562 78582780

Trademark	Reg. Number	Reg. Date	App./ Serial Number	File Date
NITELIFE	2553376	3/26/2002	75/779083	8/19/1999
POLYKEN	1260006	12/6/1983	73/389442	9/27/1982
POLYKEN	435666	1/6/1948	71/511527	10/24/1946
TOUGH STUFF	1393242	5/13/1986	73/535226	5/1/1985
POLYPREP	1510960	11/1/1988	73/678897	8/17/1987
BIG FIX			78/582780	3/8/2005
ICE-O-LATE	1526921	2/28/1989	73/679729	8/21/1987
WATERWRAP	2644857	10/29/2002	78/082914	9/6/2001
OMEGA	1422705	12/30/1986	73/590714	3/3/1986
POLYKEN	645260	5/14/1957	72/011775	7/9/1956

TRADEMARK ASSIGNMENT

WHEREAS, TYCO ADHESIVES LP (hereinafter "Assignor"), the full address of whose principal office or place of business is 25 Forge Parkway, Franklin, MA 02038, 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;

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 Franklin, MA:

Assignor: TYCO ADHESIVES 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

State of: New Jersey

County 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 Patricia E. Marchesani Notary Seal:

Printed Name of Notary

Signature of Notary

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: [Handwritten Signature]
Name: Michael Jupiter
Title: President

Date: 2/14/06

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 DRIVERS 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

[Handwritten Signature]

Notary Seal:

Printed Name of Notary

Signature of Notary

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

Schedule A

Country	Mark	Reg. No.	Reg. Date	Appln No.	Filing Date
Argentina					
	POLYKEN	1587702	8/6/1963	571257	8/6/1963
	POLYKEN	1444465	4/3/1961	2425722	4/3/1961
	POLYKEN	1421246	4/26/1960	1233033	4/26/1960
Austria					
	POLYKEN	52772	7/8/1964	AM 615/64	3/13/1964
Bahrain					
	POLYKEN	12060	11/10/1988	828/88	11/10/1988
	POLYKEN	12135	12/15/1988	909/88	12/15/1988
Benelux					
	POLYKEN	074802	10/16/1973	018693	11/23/1971
Brazil					
	POLYKEN	800373391	1/15/1985	37399/80	12/22/1980
	POLYKEN	800373383	12/28/1982	37338	12/22/1980
Bulgaria					
	POLYKEN	8934	6/25/1973	4/6/1973	
Canada					
	TOUGH STUFF	369182	6/8/1990	600621	2/10/1988
	POLYKEN	276866	2/18/1983	480715	1/11/1982
	MORE THAN ADHESIVES. ANSWERS.	1233292	10/8/2004		
	POLYKEN	33637	6/22/1949	203512	6/22/1949
China (Peoples Republic)					
	MORE THAN ADHESIVES. ANSWERS.	4299323	10/8/2004		
	MORE THAN ADHESIVES. ANSWERS.	4299322	10/8/2004		
Dominican Republic					
	POLYKEN	30265	4/28/1980	1/22/1980	
European Community					

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**MORE THAN ADHESIVES.
ANSWERS.**

4064309 10/6/2004

Germany				
POLYKEN	746384	5/17/1960	K17581	5/17/1960
India				
POWERCRETE	1363194	6/8/2005		
Indonesia				
POLYKEN	494981	12/4/2001	D002001014741/26/2001	
POLYKEN	494980	12/4/2001	D002001014731/26/2001	
Japan				
POLYKEN	2599752	11/30/1993	95745/1982	10/29/1982
POLYKEN (IN KATAKANA)	2599753	11/30/1993	95746/1982	10/29/1982
Korea, Republic of				
POLYKEN (KOREAN)	291258	6/9/1994	92-24859	9/7/1992
POLYKEN	317791	7/20/1995	92-23495	8/24/1992
Mexico				
POLYKEN	531476	9/23/1996	247319	11/7/1995
POLYKEN	91786	2/3/1958	68739	6/24/1955
POLYKEN	283246	1/4/1983	204620	8/16/1982
POLYKEN	544531	3/25/1997	240188	8/16/1995
POLYKEN	639991	1/31/2000	240187	8/16/1995
Oman				
POWERCRETE	36403	5/11/2005		
Portugal				
POLYKEN	281794	10/10/1997	281794	3/31/1992
POLYKEN	134320	3/19/1956	83806	6/28/1955

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South Africa

POLYKEN	642312	3/17/1965	642312	7/7/1964
POLYKEN	642311	3/17/1965	642311	7/7/1964
POLYKEN	642310	4/23/1965	642310	7/7/1964
POLYKEN	642309	3/17/1965	642309	7/7/1964

Spain

POLYKEN	596118	11/8/1971	596118	8/25/1969
POLYKEN	543438	3/2/1970	543438	9/18/1967
POLYKEN	543439	6/24/1971	543439	9/18/1967

Thailand

POLYKEN	98627	8/21/1968	367499	8/21/1968
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United Arab Emirates

POWERCRETE	73304	9/19/2005		
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United Kingdom

POLYKEN	743582	7/31/1956	743582	6/21/1955
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United States of America

NITELIFE	2553376	3/26/2002	75/779083	8/19/1999
POLYKEN	1260006	12/6/1983	73/389442	9/27/1982
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POLYPREP	1510960	11/1/1988	73/678897	8/17/1987
BIG FIX	78/582780	3/8/2005		
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WATERWRAP	2644857	10/29/2002	78/082914	9/6/2001
OMEGA	1422705	12/30/1986	73/590714	3/3/1986
POLYKEN	645260	5/14/1957	72/011775	7/9/1956
POLYKEN	980849	3/26/1974	72/438351	10/13/1972
POLYKEN YGIII	1180165	12/1/1981	73/256161	3/31/1980
SYNERGY	1736555	12/1/1992	74/053444	4/27/1990
FOILASTIC	1483433	4/5/1988	73/678787	8/17/1987
Duct-Notes	78/519076	11/18/2004		
PATCO CORPORATION & Design	1510934	11/1/1988	73/708858	1/29/1988
322	78/583693	3/9/2005		

TRADEMARK

REEL: 003322 FRAME: 0577

MORE THAN ADHESIVES. 78/398513 4/8/2004
ANSWERS.

100+ MPH Racing Tape 78/518510 11/17/2004

HEX Common Law

Venezuela

POLYKEN 148743 8/2/1992 10102/88 6/8/1988

POLYKEN 32369-F 8/5/1957