

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

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

1. Name of conveying party(ies):

TYCO ELECTRONICS CORPORATION

- Individual(s)
- General Partnership
- Corporation-Pennsylvania
- 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: Covaleance Specialty Materials Corp.

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

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).....\$ 200.00

- 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

6/6/06

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	Reg. Number	Reg. Date	App./ Serial Number	File Date
RAYCHEM ANODEFLEX	1321920	2/26/1985	73/472523	3/27/1984
RAYTRANS	1500516	8/16/1988	73/682387	9/3/1987
DIRAX	1708179	8/18/1992	74/095248	9/10/1990
WPC	1474988	2/2/1988	73/668107	6/18/1987
PERMARAD	991884	8/27/1974	72/465328	8/10/1973

## **TRADEMARK ASSIGNMENT**

WHEREAS, TYCO ELECTRONICS CORPORATION (hereinafter "Assignor"), the full address of whose principal office or place of business is 2901 Fulling Mill Road, Middletown, Pennsylvania 17057, is the owner of the trademark(s) listed on the attached Schedule A (hereinafter "Trademarks");

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 the Trademarks 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, 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 Menlo Park, California:

Assignor: TYCO ELECTRONICS CORPORATION

Signature: Marguerite E. Gerstner

Date: February 7, 2006

Name: Marguerite E. Gerstner

Title: Assistant Secretary

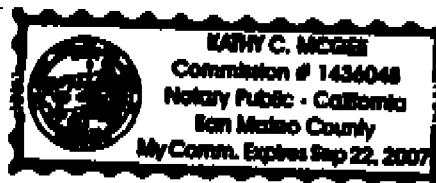
The above signature was notarized as follows:

State of California  
County of San Mateo

On February 7, 2006 before me, Kathy C. McGee, personally appeared Marguerite E. Gerstner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathy C. McGee (Seal)



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

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Schedule A

<u>Country</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Application Number</u>	<u>Application Date</u>
Argentina	DIRAX	1994061	10/4/2004	1768639	9/25/1990
Australia	SZAR	A442790	7/22/1988	442790	3/25/1986
	RAYCHEM ANODEFLEX	A446343	11/9/1989	446343	6/3/1986
	DIRAX	A540460	5/7/1992	540460	8/20/1990
	RAYCLAD	215395	12/4/1967	215395	12/4/1967
Austria	ANODEFLEX	485030	3/19/1984		3/19/1984
	RAYJOINT	201132	12/20/2001	AM 1759/98	3/19/1998
	RAYCHEM DUALSEAL	106228	7/6/1984	AM 290/84	2/1/1984
	CASEAL	133399	10/30/1990	AM 4034/90	8/8/1990
	WEPS	150068	11/19/1993	AM 3725/93	8/6/1993
Benelux	DIRAX	475665	1/23/1990	740337	1/23/1990
	DUALSEAL	398668	10/12/1984	663430	2/2/1984
	ANODEFLEX	394524	5/25/1984	661455	10/28/1983
	SZAR	418406	12/3/1986	682546	3/26/1986
	RAYTRANS	420935	3/19/1987	686285	8/26/1986
Canada	ANODEFLEX	313180	4/11/1986	537188	2/26/1985
	SZAR	354891	4/21/1989	599496	1/26/1988
	RAYCLAD	165878	10/24/1969	319075	1/17/1969
China (Peoples Republic)	TRACECLAD	296419	8/20/1987	47813	12/6/1986
	RAYCASE	1014021	5/28/1997	950118294	9/18/1995
	RAYJOINT	1290047	7/7/1999	9800031839	4/7/1998
Czech Republic	RAYJOINT	216718	3/29/1999	130999	3/19/1998
Denmark	RAYJOINT	VR 02748	8/4/1998	VA 01.340 19	3/18/1998
	RAYCHEM DUALSEAL	3098-1985	9/13/1985	630/84	2/2/1984
	ANODEFLEX	VR 1223 1986	3/12/1986	1230/85	2/27/1985
	WEPS	VR 07842 199	11/5/1993	VA 04.920 19	8/2/1993
Finland	RAYCHEM DUALSEAL	94113	11/5/1985	794/84	2/3/1984
	RAYCASE	201318	8/15/1996	4505/95	8/7/1995
	WEPS	132600	6/20/1994	3399/93	8/3/1993
	ANODEFLEX	96687	9/22/1986	VA1230-1985	2/27/1985
	RAYJOINT	213033	2/26/1999	1038/98	3/18/1998
	RAYLINK	137246	4/5/1995	3353/94	7/5/1994

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France	DIRAX	1571501	1/23/1990	182284	1/23/1990
	ANODEFLEX	485030	3/19/1984	3/19/1984	
	RAYCLAD	1527241	1/25/1988	901627	1/25/1988
	RAYTRANS	1368865	8/28/1986		
	SZAR	1380795	11/21/1986		
	DUALSEAL	1259287	2/1/1984	INPI690308	2/1/1984
Germany	DIRAX	2097615	6/27/1995	R48.920/17WZ	1/23/1990
	WEPS	2070903	7/12/1994	R54 316/17 W	8/3/1993
	CASEAL	1186615	1/13/1993	R49672/17 Wz	8/2/1990
	RAYJOINT	39814791	6/16/1998	39814791.4	3/17/1998
	SZAR	1106535	5/21/1987		
	RAYCHEM DUALSEAL	1067823	9/4/1984		
	RAYCHEM ANODEFLEX	1093759	7/10/1986	R43473/9W	
Hungary	RAYJOINT	155333	1/27/1999	M98 00991	3/28/1998
	ANODEFLEX	485030	3/19/1984		3/19/1984
India	DIRAX	538200	10/11/1990	538200	10/11/1990
International Registration	ANODEFLEX	485030	3/19/1984		3/19/1984
Italy	SZAR	765426	2/18/1988	MI96C009772	11/12/1986
	ANODEFLEX	485030	3/19/1984		3/19/1984
	RAYCLAD	830173	3/24/1988	19035	
	RAYJOINT	840707	3/22/2001	MI98C 004250	4/27/1998
	DIRAX	583248	12/9/1992	19026C/90	3/26/1990
	DUALSEAL	694167	5/23/1986	18710C/84	3/27/1984
Japan	TRACECLAD	2181315	10/31/1989	89465/86	8/27/1986
	RAYJOINT	4282744	6/11/1999	030752/1998	4/9/1998
	ANODEFLEX	1854945	4/23/1986	119691/83	12/19/1983
	TRACECLAD IN KATAKANA	2203101	1/30/1990	89466/86	8/27/1986
	ANODEFLEX IN KATAKANA	1854946	4/23/1986	119692/83	12/19/1983
Korea, Republic of	DUALSEAL	266199	6/17/1993	2003-0004277	3/23/1992
	RAYCASE	367202	6/30/1997	34489/95	9/11/1995
	RAYJOINT	444721	3/22/1999	9883/98	4/14/1998
Mexico	HOTCLAD	318854/5/6	10/31/1986	5516	2/11/1986

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Norway	TRACECLAD	130991	12/10/1987	862816	7/10/1986
	SZAR	136671	5/25/1989	861246	3/24/1986
	RAYCHEM DUALSEAL	128967	6/4/1987	19840317	1/30/1984
	ANODEFLEX	124457	2/27/1986	85.2372	6/27/1985
Poland	RAYJOINT	129853	6/4/2001	Z184900	3/23/1998
	WEPS	R-86004	9/26/1995	Z-123833	8/5/1993
Portugal	ANODEFLEX	485030	3/19/1984		3/19/1984
Romania	ANODEFLEX	485030	3/19/1984		3/19/1984
Russian Federation	RAYJOINT	178954	3/20/1999	98704541	3/20/1998
	ANODEFLEX	485030	3/19/1984	3/19/1984	
Serbia and Montenegro	ANODEFLEX	485030	3/19/1984		3/19/1984
Spain	ANODEFLEX	485030	3/19/1984		3/19/1984
Sweden	RAYCHEM DUALSEAL	193158	10/5/1984		
	WEPS	257535	4/22/1994	93-06956	8/3/1993
	RAYCASE	310545	3/22/1996	95-08771	8/7/1995
	ANODEFLEX	204346	2/13/1987		
	RAYJOINT	335736	3/24/2000	98-02245	3/20/1998
Switzerland	RAYJOINT	457225	12/18/1998	02213/1998	3/18/1998
	ANODEFLEX	485030	3/19/1984		3/19/1984
	CASEAL	384066	8/3/1990	5841/1990.1	8/3/1990
	RAYCHEM DUALSEAL	330916	7/11/1984	628	2/3/1984
	WEPS	415291	8/3/1993	9585/1993.6	8/3/1993
United Kingdom	RAYCHEM ANODEFLEX	A1206332	4/25/1986	1206332	11/1/1983
	RAYCLAD	B917796	9/26/1974		
	RAYWELD	1256212	12/11/1985		
	SZAR	1262915	3/19/1986		
	DIRAX	1412552	9/20/1991	1412552	1/31/1990
	RAYCHEM DUALSEAL	1211628	9/7/1990	840317	1/27/1984
United States of America	RAYCHEM ANODEFLEX	1321920	2/26/1985	73/472523	3/27/1984
	RAYTRANS	1500516	8/16/1988	73/682387	9/3/1987
	DIRAX	1708179	8/18/1992	74/095248	9/10/1990
	WPC	1474988	2/2/1988	73/668107	6/18/1987
	PERMARAD	991884	8/27/1974	72/465328	8/10/1973



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Venezuela	TPS	120186	4/25/1986		
	WPC	120188	4/25/1986		8/18/1983