

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sargent Art, Inc.		06/12/2006	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA	
Name:	Pidilite USA, Inc.
Street Address:	100 East Diamond Street
City:	Hazleton
State/Country:	PENNSYLVANIA
Postal Code:	18201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1924605	ART TIME
Registration Number:	2113009	VALUTEMP
Registration Number:	2127459	FLATSIDERS
Registration Number:	2177932	GOTHIC
Registration Number:	2293687	COLOR 'N WIPE
Registration Number:	2299111	WHITE BOARD
Registration Number:	2458441	WATERCOLOR MAGIC
Registration Number:	2634153	SARGENT ART
Registration Number:	2676269	CREATIVE CRAFT PAINT
Registration Number:	2672944	ART-TIME
Registration Number:	3031295	ART-TIME
Registration Number:	1315259	SARGENT
Registration Number:	3046783	LIQUID METALS
Registration Number:	3029113	WHITE BOARD

OP \$440.00 1924605

Serial Number:	78715747	COLORS OF MY FRIENDS
Serial Number:	78539557	SCULPT·IT!
Registration Number:	1995138	COLORS OF MY FRIENDS

CORRESPONDENCE DATA

Fax Number: (412)594-5619
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-594-3915
Email: tlizzi@tuckerlaw.com
Correspondent Name: Thomas Lizzi, Esq.
Address Line 1: 1500 One PPG Place
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	023119-128967
NAME OF SUBMITTER:	Thomas Lizzi, Esq.
Signature:	/Thomas Lizzi/
Date:	06/26/2006

Total Attachments: 12
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ASSIGNMENT OF REGISTERED MARKS, PATENTS, AND COPYRIGHTS

THIS ASSIGNMENT OF REGISTERED MARKS, PATENTS AND COPYRIGHTS (hereinafter referred to as the "Assignment") is dated as of June 12, 2006, and is made by Sargent Art, Inc., a Pennsylvania corporation, (the "Assignor"), in favor of Pidilite USA, Inc., a Delaware corporation, (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated as of even date herewith by and between the Assignor, Assignee, Marcella Capece, Gary Capece and Ronald Capece (the "Purchase Agreement"), the Assignee has agreed to purchase, and the Assignor has agreed to sell, certain assets as more fully described therein (and the schedules thereto) and herein referred to as the "Assets" ; and

NOW, THEREFORE, in consideration of the premises (each of which is incorporated herein by reference) and the mutual promises contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the intent to be legally bound hereby, the Assignor and the Assignee hereby covenant and agree as follows:

1. **Defined Terms.** All capitalized terms used herein as defined terms which are not defined herein but which are defined in the Purchase Agreement shall have the meanings given them in the Purchase Agreement.

2. **Assignment of Registered Marks, Patents, and Copyrights.** The Assignor hereby grants, bargains, assigns, mortgages, pledges, sells, transfers, and conveys to the Assignee with power of sale, to the extent permitted by law or by the specific license agreements, all of the Assignor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with

respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) copyrights and copyright applications, including, without limitation, the copyrights and copyright applications listed on Schedule 1 attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 3 (iii), are sometimes hereinafter referred individually as a "Copyright" and, collectively, as the "Copyrights");

(iv) all license agreements with respect to any of the Patents, Trademarks, Copyrights or any other patent, trademark, copyright, service mark or any application or registration thereof or any other tradename or tradestyle between the Assignor and any other party, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 1 attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Assignor's rights thereunder are referred to collectively as the "Licenses"); and

(v) the goodwill of the Assignor's businesses connected with and symbolized by the Patents, Trademarks, Copyrights and Licenses. The Patents, Trademarks, Copyrights and Licenses are hereinafter referred to individually and collectively as the "Intellectual Property".

3. Representations and Warranties. The Assignor represents and warrants to the Assignee that:

(i) None of the Intellectual Property has been adjudged invalid or unenforceable or has been cancelled, in whole or in part, and all Intellectual Property is presently subsisting;

(ii) All of the Intellectual Property is valid and enforceable;

(iii) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any Encumbrances, including without limitation licenses, shop rights and covenants by the Assignor not to sue third persons;

(iv) The Assignor has adopted, used and is currently using all of the Trademarks;

(v) The Assignor has no notice of any suits or actions commenced or threatened with reference to the Intellectual Property, except for those shown on the Purchase Agreement; and

(vi) The Assignor has the right to execute and deliver this Assignment and perform its terms.

11. **Duties of Assignor.** The Assignor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (ii) to preserve and maintain all rights in the Intellectual Property and (iii) to ensure that the Intellectual Property is and remains enforceable.

14. **Further Assurances.** Assignor agree to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Assignee shall reasonably request from time to time in order to carry out the purpose of this Assignment and the agreements set forth herein.

21. **Successors and Assigns.** This Assignment shall be binding upon the Assignor and the Assignee and their respective successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

22. **Severability.** Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

24. **GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, EXCEPTING APPLICABLE FEDERAL LAW AND EXCEPT ONLY TO THE EXTENT PRECLUDED BY THE MANDATORY APPLICATION OF THE LAW OF ANOTHER JURISDICTION.**

27. **Headings.** Section headings used in this Assignment are intended for convenience only and shall not affect the meaning or construction of this Assignment.

29. **Counterparts.** This Assignment may be executed in several counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute but one and the same instrument. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

30. **Scope of Assignment.** Any provisions above to the contrary notwithstanding, this assignment is intended only to convey the right, title and interest in and to the Intellectual Property within North America or relating to Assignee's operations in North America.

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IN WITNESS WHEREOF, the Assignor, with the intent to be legally bound hereby, has caused this Assignment of Registered Marks, Patents, and Copyrights in favor of the Assignee to be duly executed by its duly authorized officers as of the date first written above.

ATTEST:

SARGENT ART, INC.

By Gary J. Capece
Gary J. Capece
Vice President - Secretary

By Ronald J. Capece
Ronald J. Capece
President

SCHEDULE 1

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INTELLECTUAL PROPERTY LAW
ATLANTA • PHILADELPHIA • SEATTLE

PHILADELPHIA OFFICE
One Liberty Place, 46th Floor
Philadelphia, PA 19103
215.568.3100
Fax: 215.568.3439

May 16, 2006

JOSEPHINE M. BARR
PHILADELPHIA OFFICE
215-564-8378
barr@woodcock.com

VIA FACSIMILE

Mr. Gary Capece
Sargent Art
100 East Diamond Avenue
Hazelton, PA 18201

Re: Trademark and Patent Status List for Sargent Art, Inc.

Dear Gary:

Pursuant to your request to Ms. Mroz, enclosed please find the status list for Sargent Art, Inc.'s patent and trademark matters.

Should you have any questions or require any additional information, please do not hesitate to contact us.

Very truly yours,

Josephine Barr
Josephine M. Barr
Trademark Paralegal Coordinator

/jmb
Attachment

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Sargent Arts, Inc.
Trademark/Patent Status Report
Updated May 16, 2006

Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
SARG-0006	SARGENT	CANAD A	TMA195978 December 7, 1973	352350 April 18, 1972	oil paints, watercolor paints, acrylic paints, tempera paints artists brushes & crayons in International Class 1	Registered; Renewal Due: December 7, 2018
SARG0-0014	ART TIME & Design	U.S.A.	1,924,605 October 3, 1995	74/473,520 December 22, 1993	children's crayons and art kits consisting primarily of crayons, chalk, watercolors and paint brushes in Class 16.	CLOSED; per client's instructions on October 14, 2004
SARG-0015	COLOR MY FRIENDS	U.S.A.	1,995,138 August 20, 1996	74/693,115 June 26, 1996	poster paints in International Class 2; crayons in International Class 16	Registered; Renewal Due: August 20, 2006
SARG-0016	VALUTEMP	U.S.A.	2,113,009 November 11, 1997	75/110,101 May 28, 1996	artists' materials, namely, tempera paints and poster paints in International Class 2	Registered; Renewal Due: November 11, 2007
SARG-0017	SARGENT	PANAM A	082378 December 22, 1997	082378 August 9, 1996	artists' materials - namely, finger paints, tempera paints and watercolor paints in International Class 2	Registered; Renewal Due: August 9, 2006
SARG-0018	SARGENT (STYLIZED)	PANAM A	082379 December 22, 1997	082379 August 9, 1996	artist's materials - namely, finger paints, tempera paints and watercolor paints in International Class 2	Registered; Renewal Due: August 9, 2006
SARG-0019	FLATSIDERS	U.S.A.	2,127,459 January 6, 1998	75/264,917 March 27, 1997	crayons in International Class 016	Registered; Renewal Due: January 6, 2008
SARG-0020	GOTHIC	U.S.A.	2,177,932 August 4, 1998	75/217,136 December 23, 1996	liquid and dry tempera paints for arts and crafts in International Class 2; crayons in International Class 16	Registered; Renewal Due: August 4, 2008
SARG-0021	COLORS OF MY FRIENDS	CANAD A	TMA492135 March 31, 1998	832592 December 30, 1996	poster paints and crayons in International Class 1	Registered; Renewal Due: March 31, 2013
SARG-0022	ART TIME	CANAD A	TMA493005 April 16, 1998	832593 December 30, 1996	children's crayons and art kit consisting of crayons, chalk watercolors and paint brushes in International Class 1	Registered; Renewal Due: April 16, 2013
SARG-0023	SNAPTEMS	CANAD A	TMA492134 March 31, 1998	832594 December 30, 1996	art, coloring crayon and water color kit for children in International Class 1	Registered; Renewal Due: March 31, 2013

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Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
SARG-0024	VALUTTEMP	CANAD A	TMA485423 November 13, 1997	834093 January 20, 1997	artist's materials, namely tempera paint and poster paints in International Class 1	Registered; Renewal Due: November 13, 2012
SARG-0025	GOTHIC	CANAD A	TMA485839 November 19, 1997	834091 January 20, 1997	liquid tempera paint, dry tempera paint and crayons in International Class 1	Registered; Renewal Due: November 19, 2012
SARG-0026	SARGENT	CANAD A	TMA492622 April 8, 1998	834092 January 20, 1997	crayons, markers, colored pencils, artist oil pastels, modeling clay, watercolors, paints, paint brushes, artist smocks, art kits, tempera paint sets, chalk, chalkboard erasers, acrylic paints, tempera paints, washable tempera paints, powder tempera paints and finger paints; artist's materials, namely finger paints, tempera paints, and water color paints; artist's materials, namely chalk, crayons, modeling clay, dispenser for paints; paint brushes and watercolor crayon and pads in International Class 1	Registered; Renewal Due: April 8, 2013
SARG-0028	COLOR 'N WIPE	U.S.A.	2,293,687 November 16, 1999	75/520,941 July 17, 1998	crayons in International Class 16	CLOSED; abandoned 11-30-2004 per client's instructions not to file renewal application and to allow the application to lapse
SARG-0029	WHITE BOARD	U.S.A.	2,299,111 December 7, 1999	75/679,781 April 9, 1999	crayons in International Class 16	Registered; Supplemental Register Section 8 Accepted; Renewal due December 7, 2010.
SARG-0030	WATERCOLOR MAGIC	U.S.A.	2,458,441 June 5, 2001	75/786,545 August 27, 1999	art materials, namely, water color paints in International Class 2	Registered; Section 8 & 15 Affidavits due June 5, 2007 Renewal due June 5, 2011.
SARG-0031	SARGENT ART	U.S.A.	2,634,153 October 15, 2002	76/131,841 September 20, 2000	artist's materials, namely, finger paints, tempera paints, acrylic paints, liquid watercolor paints, and watercolor paints	Registered; Section 8 & 15 Affidavits due October 15, 2009

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REEL: 003337 FRAME: 0524

Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
					in International Class 2; artist's materials, namely, chalk, crayons, modeling clay, paint brushes, chalkboard erasers, oil pastels, chalk pastels, colored markers, and colored pencils in International Class 16.	Renewal due October 15, 2012.
SARG-0032	SARGENT ART	COSTA RICA	2324-7978 June 7, 2001		artist's materials, namely, finger paints, tempera paints, acrylic paints, liquid watercolor paints, and watercolor paints in International Class 2.	Registered; Renewal Due June 7, 2011
SARG-0033	SARGENT ART	COSTA RICA	2323-7978 June 7, 2001		artist's materials, namely, chalk, crayons, modeling clay, paint brushes, chalkboard erasers, oil pastels, chalk pastels, colored markers, colored pencils, watercolor crayon and pad sets in International Class 16.	Registered; Renewal Due: June 7, 2011
(881)						
SARG-0034	CREATIVE CRAFT PAINT	U.S.A.	2,676,269 January 21, 2003	76/134,735 September 25, 2000	artist materials, namely, paint in International Class 2.	Registered; Section 8 & 15 Affidavits due July 21, 2009 Renewal due January 21, 2013.
SARG-0036	ART-TIME	U.S.A.	2,672,944 January 7, 2003	76/195,533 January 18, 2001	art and school supplies, namely, water color painting sets and modeling clay in International Class 16	Registered; Section 8 & 15 Affidavits due July 7, 2009 Renewal due January 7, 2013
SARG-0038	CUP LID	U.S.A.	Patent Number D502,873 March 15, 2005	29/191,897 October 14, 2003	cup lid Inventors: Gary Joseph Capece and Ronald Joseph Capece	Notice of Allowance issued October 21, 2004 Patent Issued on March 15, 2005
(DESIGN PATENT)						
SARG-0039	ART-TIME	U.S.A.	3,031,295 December 20, 2005	76/617,553 October 26, 2004	tempera paint in International Class 2	Registered; Section 8 & 15 Affidavits due December 20, 2011; Renewal Due December 20, 2015

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REEL: 003337 FRAME: 0525

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Docket	Title	Country	Reg. No./ Reg. Date	Serial No./ Filing Date	Goods/Classes	Status
SARG-0040	COLORS OF MY FRIENDS	U.S.A.		78/715,747 September 19, 2005	Modeling clay in International Class 16	Pending; Final review prior to publication has been completed, application will be published for opposition on May 23, 2006
SARG-1352	SARGENT (STYLIZED)	U.S.A.	L315,259 January 22, 1985	73/478,135 April 30, 1984	artist's materials-namely, finger paints, tempera paints, and water color paints in International Class 2; artist's materials-namely, chalk, crayons, modeling clay, dispenser for paints, paint brushes and watercolor crayon & pad sets in International Class 16	Registered; Renewal Due: January 22, 2015
SARG-1538	LIQUID METALS	U.S.A.	3,046,783 January 17, 2006	78/272,544 July 10, 2003	acrylic paint and tempera paint in International Class 2.	Registered; Section 8 & 15 due by: January 16, 2012; Renewal due: January 17, 2016
SARG-1540	WHITE BOARD	U.S.A.	3,029,113 December 13, 2005	78/539,034 December 28, 2004	Crayons in International Class 16	Registered; Section 8 & 15 due by: December 13, 2011 Renewal Due: 12/13/15
SARG-1541	SCULPT-IT!	U.S.A.		78/539,557 December 29, 2004	Air dry modeling clay in International Class 16	Pending; The final review before registration has been completed for this Intent to Use application and it will register in due course.

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PART 3.23(d) (CONTINUATION)

To the extent Seller has any interest or rights in the names:

American Artist's Color Works, Inc.
Art Crayon Co., Inc.