

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HOLLINEE, L.L.C.		09/01/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SUPERIOR FIBERS, LLC
Street Address:	499 North Broad Street
City:	Bremen
State/Country:	OHIO
Postal Code:	43107
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2928089	FUTURA MEDIA
Registration Number:	989418	NICOFIBERS
Registration Number:	989419	CONSURMAT
Registration Number:	995110	SURMAT
Registration Number:	1010469	LAYER-PAK
Registration Number:	1077164	CONFORMAT
Serial Number:	78342876	GEL-STOP
Serial Number:	78555646	NICOSTRANDMAT
Serial Number:	78555639	NICOTHERM

CORRESPONDENCE DATA

Fax Number: (614)575-2149
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ffoster@ohiopatent.com

OP \$240.00 2928089

Correspondent Name: Frank H. Foster
Address Line 1: 7632 Slate Ridge Blvd.
Address Line 4: Reynoldsburg, OHIO 43068

ATTORNEY DOCKET NUMBER:	SUP 121
NAME OF SUBMITTER:	Frank H. Foster
Signature:	/Frank H. Foster/
Date:	05/17/2007

Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of the 31st day of August, 2006 (the "Effective Date"), by and between HOLLINEE, L.L.C., a Delaware limited liability company ("Assignor") and SUPERIOR FIBERS, LLC, a Delaware limited liability company ("Assignee"). (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Pursuant to an Asset Purchase Agreement dated as of June 7, 2006 (the "Asset Purchase Agreement") between Assignor, Assignee and Superior Fibers, Inc., an Ohio corporation, Assignee has agreed to purchase certain assets of Assignor. The execution and delivery of this Assignment is a condition to the obligation of the Assignee to consummate the transactions contemplated by the Asset Purchase Agreement.

B. Assignor is the owner of, and has not knowingly abandoned, certain Assigned Trademarks (as defined below).

C. Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein, Assignor and Assignee mutually agree as follows:

1. Definition of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations and trademark applications listed in Appendix A attached hereto and made a part hereof, as well as: (a) all common law rights therein; (b) all goodwill associated therewith; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Assigned Trademarks, including all rights arising under common law and by statute, including all rights of priority; and including all other applications or registrations for the Assigned Trademarks which have been filed, issued or shall be issued in Canada, Mexico, Europe, and all other foreign countries; including all goodwill of the business in

connection with which said marks are used, together with all rights and privileges pertaining to said marks, including all rights of recovery for past infringement and renewal of registrations thereof for subsequent terms, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully as the same would have been held and enjoyed by the Assignor had this sale, assignment and transfer not been made. Other than the Permitted Encumbrances as defined in the Asset Purchase Agreement or as otherwise set forth in the Disclosure Schedules, the assignment of the Assigned Trademarks granted by Assignor to Assignee in this Assignment is granted free and clear of all security interests, liens, encumbrances, claims or interests of any kind or nature.

3. Further Assurances. Upon reasonable request by Assignee, Assignor shall take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or appropriate to confirm Assignee's ownership of the Assigned Trademarks and to otherwise effectuate the transactions contemplated by this Assignment.

4. U.S.P.T.O. Records. The U.S. Patent and Trademark Office records for U.S. trademark registration no. 2,928,089 contain a clerical error that mistakenly lists the registrant as Hollinee, L.L.C., "an Ohio corporation." This error occurred in good faith and Hollinee, L.L.C., a Delaware limited liability company, is the current owner of this registration.

5. General Provisions.

5.1 Merger and Integration. This Assignment together with the Asset Purchase Agreement represents the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. No inference shall be drawn from any variance between this Assignment and any prior written negotiations or letters of intent with respect to, or drafts of, this Assignment. Each Party acknowledges that no representations, inducements, promises, commitments or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein.

5.2 Conflict. This Assignment has been delivered by Assignor to Assignee pursuant to the Asset Purchase Agreement and nothing herein contained is intended to modify the terms of the Asset Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

5.3 Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable to any extent, then such provision shall be ineffective to the extent of such invalidity or unenforceability and the remaining terms

and provisions of this Assignment shall be enforced to the greatest extent permitted by law.

5.4 No Waiver. Failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

5.5 Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

5.6 Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

5.7 Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

5.8 Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

5.9 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware.

[Signatures on next page.]

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties hereto as of the date first written above.

ASSIGNEE:

ASSIGNOR:

SUPERIOR FIBERS, LLC

HOLLINEE, L.L.C.

BY: [Signature]
(signature)

[Signature]
Richard Ruebe, President and Chief Executive Officer

LOUIS D. DELLAPINA
(print name)

CFO
(title)

State of Illinois :
County of McHenry :SS

Before me this 1ST day of SEPTEMBER, 2006 personally appeared before me Richard Ruebe, known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

[Signature]
NOTARY PUBLIC



APPENDIX A

ASSIGNED TRADEMARKS

Registered U.S. and Foreign Trademarks

Registration No. and Registration Date	Mark
2,928,089 February 22, 2005	FUTURA MEDIA
002901353 November 16, 2004 (European Community)	FUTURA MEDIA
659,982 March 3, 2006 (Canada)	FUTURA MEDIA
537 709 September 13, 2005 (Switzerland)	NICOSTRANDMAT
300466623 July 28, 2005 (Hong Kong)	NICOSTRANDMAT
1,066,749 January 9, 2006 (Australia)	NICOSTRANDMAT
537 710 September 13, 2005 (Switzerland)	NICOTHERM
1,066,750 January 9, 2006 (Australia)	NICOTHERM
300466632 July 28, 2005 (Hong Kong)	NICOTHERM
989,418 July 30, 1974	NICOFIBERS
989,419 July 30, 1974	CONSURMAT
995,110 October 8, 1974	SURMAT
1,010,469	LAYER-PAK

May 13, 1975	
1,077,164 November 8, 1977	CONFORMAT
1,008,845 March 29, 1973 (United Kingdom)	CONFORMAT
2,011,251 February 19, 1995 (United Kingdom)	SURMAT
000298067 June 10, 1996 (European Community)	CONFORMAT
00298034 June 10, 1996 (European Community)	SURMAT

U.S./Foreign Trademark Applications

Application No. and Filing Date	Mark
78/342,876 Dec. 18, 2003	GEL-STOP
78/555,646 January 28, 2005	NICOSTRANDMAT
2,607,466 July 28, 2005 (Argentina)	NICOSTRANDMAT
827655070 July 28, 2005 (Brazil)	NICOSTRANDMAT
1266266 July 27, 2005 (Canada)	NICOSTRANDMAT
STT1007/2005 July 28, 2005 (China)	NICOSTRANDMAT
697,382 July 27, 2005 (Chile)	NICOSTRANDMAT
004563871 July 28, 2005	NICOSTRANDMAT

(European Community)	
01374121 July 27, 2005 (India)	NICOSTRANDMAT
69271/2005 July 27, 2005 (Japan)	NICOSTRANDMAT
2005-35607 July 28, 2005 (Korea)	NICOSTRANDMAT
730786 July 27, 2005 (Mexico)	NICOSTRANDMAT
200507150 July 28, 2005 (Norway)	NICOSTRANDMAT
T05/12838G July 27, 2005 (Singapore)	NICOSTRANDMAT
2005/31508 July 28, 2005 (Turkey)	NICOSTRANDMAT
94036008 July 28, 2005 (Taiwan)	NICOSTRANDMAT
16224-05 July 28, 2005 (Venezuela)	NICOSTRANDMAT
78/555,639 January 28, 2005	NICOTHERM
2,607,465 July 28, 2005 (Argentina)	NICOTHERM
827655088 July 28, 2005 (Brazil)	NICOTHERM
1266264 July 27, 2005 (Canada)	NICOTHERM
STT1006/2005 July 28, 2005	NICOTHERM

(China)	
697,383 July 27, 2005 (Chile)	NICOTHERM
004563672 July 28, 2005 (European Community)	NICOTHERM
01374122 July 27, 2005 (India)	NICOTHERM
69270/2005 July 27, 2005 (Japan)	NICOTHERM
2005-35564 July 28, 2005 (Korea)	NICOTHERM
730787 July 27, 2005 (Mexico)	NICOTHERM
200507144 July 28, 2005 (Norway)	NICOTHERM
T05/12835B July 27, 2005 (Singapore)	NICOTHERM
2005/31509 July 28, 2005 (Turkey)	NICOTHERM
94036010 July 28, 2005 (Taiwan)	NICOTHERM
16225-05 July 28, 2005 (Venezuela)	NICOTHERM