# 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	
Garland Floor Co.		01/25/2006	CORPORATION: OHIO	

#### **RECEIVING PARTY DATA**

Name:	ICS Garland Inc.		
Street Address: 4500 Willow Parkway			
City:	Cleveland		
State/Country:	ОНЮ		
Postal Code: 44125			
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	3343860	CHEMI-COTE	
Registration Number:	2628856	CRYSTAL STAT ESD	
Serial Number: 78731907		GARLAND ONESOURCE	

## **CORRESPONDENCE DATA**

Fax Number: (216)592-5009

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 216-696-3340

Email: trademarks@tuckerellis.com

Correspondent Name: John X. Garred
Address Line 1: 925 Euclid Avenue
Address Line 2: 1150 Huntington Building
Address Line 4: Cleveland, OHIO 44115

ATTORNEY DOCKET NUMBER:	41150/00131

NAME OF SUBMITTER: John X. Garred

TRADEMARK REEL: 003741 FRAME: 0774

900101873

Signature:	/John X. Garred/			
Date:	03/18/2008			
Total Attachments: 4 source=GARLAND TM Assignment#page1.tif source=GARLAND TM Assignment#page2.tif source=GARLAND TM Assignment#page3.tif source=GARLAND TM Assignment#page4.tif				

#### TRADEMARK ASSIGNMENT

WHEREAS, Garland Floor Co., an Ohio corporation ("Assignor"), with a place of business at 4500 Willow Parkway, Cleveland, Ohio 44125, owns all right, title and interest in the trademarks, trademark registrations and applications for trademark registration listed on the attached Schedule A (the "Trademarks");

WHEREAS, ICS Garland Inc., a Delaware corporation ("Assignee"), is desirous of acquiring the Trademarks, and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the payment of the Purchase Price, as defined in the Asset Purchase Agreement between Assignor, Assignee, Jonathon Wise and certain other shareholders, dated as of January 1, 2006, and other good and valuable consideration, paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby assign and transfer unto Assignee Assignor's entire and undivided right, title and interest in and to the Trademarks, together with all the associated goodwill of its business symbolized thereby, all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, and all applications and registrations of the Trademarks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, including infringement of the Trademarks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the registered Trademarks.

Upon the request of Assignee, Assignor agrees for itself and its successors, representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, statements and other lawful documents as Assignee may reasonably request to effectuate fully the assignment and the purposes set forth herein.

BLDR1:50239306.04

IN WITNESS WHEREOF, this Assort January, 2006.	signment has been executed as of this 1st day
ASSIGNOR:  By:  JONATHON WISE, President  GARLAND FLOOR CO.	ASSIGNEE:  By: Byron Smith, President ICS GARLAND INC.
STATE OF OHIO COUNTY OF CUYAHOGA	) ) ss: )
On this 25th day of January, 2006, the person who signed this instrument, what on behalf of Garland Floor Co., with au	before me appeared Jonathon Wisa, o acknowledged that he/she signed it as a free thority to do so.
SEAL	Notary Public  My commission expires  DONNA FULLER  Motory Public, Sale of Chile Cuyahoga County
STATE OF COUNTY OF	My Commission Expires December 9, 2008 ) ) SS:
On thisday of January, 2006, the person who signed this instrument, whact on behalf of ICS Garland Inc., with aut	no acknowledged that he/she signed it as a free
SEAL	
	Notary Public
	My commission expires on:

ASSIGNOR: ASSIGNEE: By: Byron Smith, President JONATHON WISE, President GARLAND FLOOR CO. ICS GARLAND INC. STATE OF ) ss: COUNTY OF On this \_\_\_ day of January, 2006, before me appeared the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of Garland Floor Co., with authority to do so. **SEAL Notary Public** My commission expires on:\_\_\_\_\_ STATE OF COLORADO ) ss: COUNTY OF DRAVET the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of ICS Garland Inc., with authority to do so. **SEAL** My commission expires on:

IN WITNESS WHEREOF, this Assignment has been executed as of this 1st day

of January, 2006.

Assigning Party: Garland Floor Co. Receiving Party: ICS Garland Inc.

# SCHEDULE A

DOCKET NO.	Mark	COUNTRY	FILED	APPLICATION	REGISTRATION DATE	REGISTRATION No.	CLASS	RENEWAL/USE REQUIREMENT DUE
41150/51792G	СНЕМІ-СОТЕ	Argentina	8/11/1993	1.888.239	4/19/1994	1.517.726	002	Use Requirement Due: 4/29/2009
								Renewal Due: 4/29/2014
41150/51792H	CHEMI-COTE	Brazil	2/17/1995	818,254,840	4/8/1997	818,254,840	210	Use Requirement and Renewal Due: 4/8/2007
41150/517921	CHEMI-COTE	Mexico	2/2/1994	189,757	2/2/1997	472,769	002	Renewal Due: 8/2/2014
41150/00001	СНЕМІ-СОТЕ	Ohio			3/16/2000	RN82,428		Renewal Due: 3/16/2015
41150/51792B	CHEMI-COTE	United States	11/17/2005	78/755,933			002	Awaiting Examination
41150/00007	GARLAND ONESOURCE	United States	10/12/2005	78/731,907			002	Awaiting Examination
41150/51792J	СНЕМІ-ТОР	Argentina	8/11/1993	1.888.240	4/29/1994	1.517.727	002	Use Requirement Due: 4/29/2009
			,					Renewal Due: 4/29/2014
41150/51792K	CHEMI-TOP	Brazil	2/17/1995	818,254,858	4/8/1997	818,254,858	210	Renewal Due: 4/8/2007
41150/51792L	СНЕМІ-ТОР	Mexico	2/2/1994	189,758	2/2/1994	471,107	002	Renewal Due: 2/2/2014
41150/00002	CHEMI-TOP	Ohio			11/18/1989	RN82,429		Renewal Due: 2/22/2015
41150/51792C	СНЕМІ-ТОР	United States	11/17/2005	73/437,293		78/755,902	002	Awaiting Examination
41150/51792P	CRYSTAL STAT ESD	United States	3/7/2000	75/937,807	10/1/2000	2,628,856	002	Affidavit of Use due: 10/1/2008
41150/51792M	GARLAND FLOOR CO.	Argentina	8/11/1993	1.888.241	4/29/1994	1.517.728	002	Use Requirement Due: 4/29/2009
								Renewal Due: 4/29/2014

- 3 -

TRADEMARK REEL: 003741 FRAME: 0779

**RECORDED: 03/18/2008**