

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
Emseal Corporation		05/01/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	North Seal, LLC		
Street Address:	593 Washington Street		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02482		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3084046	COLORSEAL	
Registration Number:	1244463	EMSEAL	
Registration Number:	2814821	THERMAFLEX	
Registration Number:	2975146	GREYFLEX	
Registration Number:	2873702	BACKERSEAL	
CORRESPONDENCE DATA			
Fax Number:	(860)275-8299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8602758200		
Email:	jscheib@rc.com		
Correspondent Name:	Jacqueline P. Scheib		
Address Line 1:	280 Trumbull Street		
Address Line 4:	Hartford, CONNECTICUT 06103		
NAME OF SUBMITTER:	Jacqueline P. Scheib		

OP \$140.00 3084046

Signature:

/Jacqueline P. Scheib/

Date:

09/18/2008

Total Attachments: 4

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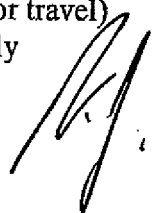
TRADEMARK ASSIGNMENT

THIS ASSIGNMENT effective as of May 1, 2008 between Emseal Corporation, a Canadian corporation, with principal offices at 120 Carrier Drive, Toronto, Ontario, Canada, M9W 5R1 (the "Assignor"), and North Seal, LLC, a Delaware limited liability company, with principal offices at 593 Washington Street, Wellesley, MA 02482 (the "Assignee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Asset Purchase Agreement among Assignor and Assignee, dated as of this even date (the "Asset Purchase Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to the Assignee all its right, title, and interest in and to the Trademarks and the applications and registrations thereof listed on the attached schedule, together with the accompanying goodwill associated therewith and any related rights based on use including the right to sue for past, present and future infringement; provided, however, that any costs or expenses in relation to any such suit or right to sue, whether internal or external, including out-of-pocket expenses (including for travel), shall be at Assignee's expense.
2. Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty is to issue Trademarks or other evidence or forms of intellectual or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment; provided, however, that Assignor shall not be required to incur any costs or expenses in connection therewith, whether internal or external, including out-of-pocket expenses (including for travel).
3. Assignor hereby further covenants and agrees that upon the reasonable request of Assignee, it will communicate to Assignee, its successors, legal representatives and assigns, such facts as are known to such Assignor relating to the use, maintenance, protection and enforcement of the Trademarks, testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and use its commercially reasonable efforts to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Trademarks; provided, however, that any such costs or expenses incurred by Assignor in connection with such cooperation, whether internal or external, including out-of-pocket expenses (including for travel) shall be at Assignee's expense and any such requested cooperation shall not unreasonably interfere with the operations of any of Assignor's businesses.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: EMSEAL CORPORATION

By: _____

Konrad Baerveldt
Name: Konrad Baerveldt
Title: Chairman

ASSIGNEE: NORTH SEAL, LLC

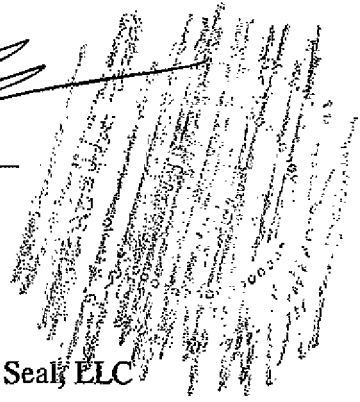
By: _____

Name: William Vitello
Title: President

The undersigned hereby certifies that Konrad Baerveldt, Chairman of Emseal Corporation came before him and signed the foregoing certification.

Ross M. Anderson

Notary Public *Does NOT*
My Commission Expires: *1/1*



The undersigned hereby certifies that William Vitello, President of North Seal, LLC came before him and signed the foregoing certification.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR: EMSEAL CORPORATION

By: _____
Name: Konrad Baerveldt
Title: Chairman

ASSIGNEE: NORTH SEAL, LLC

By: *William Vitello*
Name: William Vitello
Title: President

The undersigned hereby certifies that Konrad Baerveldt, Chairman of Emseal Corporation came before him and signed the foregoing certification.

Notary Public
My Commission Expires:

The undersigned hereby certifies that William Vitello, President of North Seal, LLC came before him and signed the foregoing certification.

Brian M. Flaherty
Brian M. Flaherty
Notary Public
My Commission Expires:

Schedule: Trademarks

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date reg'd</u>	<u>Goods</u>
Canada	BACKERSEAL	TMA 608977	3/12/03	Sealants for use in joints in structures and buildings
Canada	COLORSEAL	TMA 609338	3/12/03	Sealants for use in joints in structures and buildings
Canada	GREYFLEX	TMA 608978	3/12/03	Sealants for use in joints in structures and buildings
Canada	EMSEAL	TMA 537259	4/30/99	Weather proofing, water proofing, sound proofing and joint fillers and sealants designed to fill and seal joints, gaps and cracks in all types of buildings and building structural elements, and in all kinds of vehicles and mechanical systems namely, sealing compounds, sealing strips, sticks and tapes, fillers and sealers, sealing and anti-vibratory gaskets, and mechanical expansion joint fillers as well as dependent accessories required for the installation and use of the wares namely, primers, nosing materials and adhesives.
Canada	THERMAFLEX	TMA 610343	3/12/03	Sealants for use in joints in structures and buildings
US	EMSEAL	1244463	7/5/83	Expansion jointing and sealing strip material
US	COLORSEAL	3084046	4/25/06	Sealants for use in joints in structures and buildings
US	THERMAFLEX	2814821	2/17/04	Sealants for use in joints in structures and buildings
US	GREYFLEX	2975146	7/26/05	Sealants for use in joints in structures and buildings
US	BACKERSEAL	2873702	8/17/04	Sealants for use in joints in structures and buildings

