

**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
Mary L. Bonham		12/31/2008	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	J-B Weld Company, LLC
Street Address:	1919 14th St.
Internal Address:	Suite 319
City:	Boulder
State/Country:	COLORADO
Postal Code:	80302
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1008265	J-B WELD
Registration Number:	1227984	J-B INDUSTRO WELD
Registration Number:	1300056	J-B WELD
Registration Number:	1431642	DON'T SCRAP IT! J-B IT!
Registration Number:	1105838	
Registration Number:	2032175	JB WELD
Registration Number:	2640399	J-B STIK WELD
Registration Number:	3273207	J-B MINI
Registration Number:	1895771	JB KWIK

CORRESPONDENCE DATA

Fax Number: (214)981-3400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 214-981-3300

CH \$240.00 1008265

Email: jchester@sidley.com  
Correspondent Name: Sidley Austin LLP c/o Julia M. Chester  
Address Line 1: 717 N. Harwood  
Address Line 2: Suite 3400  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	10367-00010
-------------------------	-------------

NAME OF SUBMITTER:	Julia M. Chester
--------------------	------------------

Signature:	/Julia M. Chester/
------------	--------------------

Date:	01/27/2009
-------	------------

**Total Attachments: 7**  
source=Trademark Assignment#page1.tif  
source=Trademark Assignment#page2.tif  
source=Trademark Assignment#page3.tif  
source=Trademark Assignment#page4.tif  
source=Trademark Assignment#page5.tif  
source=Trademark Assignment#page6.tif  
source=Trademark Assignment#page7.tif

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "**Assignment**") is made and entered into as of December \_\_, 2008 (the "**Effective Date**") by and among **J-B Weld Company**, a Texas corporation ("**JBW**"), Mary Bonham ("**Bonham**") and Rhonda Adair ("**Adair**" and collectively with Bonham and JBW, **Assignor**"), and **J-B Weld Company, LLC** a Colorado limited liability company ("**Assignee**").

**WHEREAS**, Assignor and Assignee, as successor via assignment to JBW Holdings, LLC, a Colorado limited liability company, are parties to that certain Asset Purchase Agreement, dated as of June \_\_, 2008 (the "**Purchase Agreement**").

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademarks, registrations and registration applications set forth on Schedule 1 attached hereto (collectively, the "**Assigned Trademarks**").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and 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, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Trademarks.

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 Assigned Trademarks.

Assignor does hereby constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney, with full power of substitution for Assignor, and in its name, place and stead or otherwise, but on behalf of and for the benefit of Assignee, its successors and assigns, to take all actions and execute all documents on behalf of Assignor necessary to effect the assignment set forth herein, and from time to time to institute and prosecute in Assignor's name or otherwise, but at the direction and expense and for the benefit of Assignee and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Assigned Trademarks and to defend and compromise any and all actions, suits and proceedings in respect of any of said Assigned Trademarks and to do any and all such acts and things in relation thereto as Assignee, its successors or assigns shall deem advisable, Assignor hereby declaring that the appointment hereby made and the powers hereby

granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

Upon the request of Assignee or in case for any reason the Power of Attorney set forth herein is insufficient to effect the assignment set forth above or effect any other purpose set forth herein, 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.

To the extent that any security interest has been recorded against any of the Assigned Trademarks, Assignor shall obtain and record releases of all such interests within a reasonable time after the date of this Assignment.

This Trademark Assignment is subject to the terms and provisions of the Purchase Agreement and in the event of a conflict between this Trademark Assignment and the Purchase Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**"ASSIGNOR"**

**J-B WELD COMPANY,**  
a Texas corporation

By: Mary Bonham  
Name: Mary Bonham  
Title: President

**MARY BONHAM**

Mary Bonham

**RHONDA ADAIR**

Rhonda Adair

**"ASSIGNEE"**

**J-B WELD COMPANY, LLC**  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: Carlton Hanson  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Effective Date.

**"ASSIGNOR"**

**J-B WELD COMPANY,**  
a Texas corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MARY BONHAM**

\_\_\_\_\_

**RHONDA ADAIR**

\_\_\_\_\_

**"ASSIGNEE"**

**J-B WELD COMPANY, LLC**  
a Colorado limited liability company

By: Carlton E. Hanson  
Name: Carlton Hanson  
Title: Chief Executive Officer

**SCHEDULE 1**

<b>File</b>	<b>Country, Class, Mark</b>	<b>App/Reg</b>	<b>Date of Reg</b>	<b>Renewal Due</b>
01101	(US) (1) J-B WELD	1,008,265	4-08-75	4-08-15
01103	(BR) (1) J-B WELD	815399987	5-05-92	5-05-12
01104	(CA) (1) J-B WELD	259,532	6-05-81	6-05-11
01105	(CN) (1) J-B WELD	540,092	1-20-91	1-19-11
01108	(FR) (1) J-B WELD	1,559,122	11-09-89	11-09-09
01109	(GB) (1) J-B WELD	1,520,416	12-02-94	12-02-09
01116	(ZA) (1) J-B WELD	8,910,681	6-26-92	11-10-09
01117	(ES) (1) J-B WELD	1,538,088	3-05-92	12-21-09
01118	(TR) (1) J-B WELD	143,869	6-11-93	6-11-13
01120	(TW) (16) J-B WELD	999,016	5-16-02	5-16-12
01121	(TW) (17) J-B WELD	1,009,684	8-01-02	8-01-12
01122	(TW) (1) J-B WELD	1,005,895	7-16-02	7-16-12
01201	(US) (1) J-B INDUSTRO WELD	1,227,984	2-22-83	2-22-13
01301	(US) (1) J-B WELD and Design	1,300,056	10-16-84	10-16-14
01304	(GB) (1) J-B WELD and Design	1,569,478	9-27-96	4-20-11
01305	(MX) (1) J-B WELD and Design	471,732	8-30-94	2-28-14
01401*	(US) (1) DON'T SCRAP IT! J-B ITI	1,431,642	3-10-87	3-10-17
01501	(US) (1) VALVE (Design Only)	1,105,838	11-14-78	11-14-08
01901	(US) (1) WATERWELD	1,897,915	6-06-95	6-06-15
01902	(AU) (1) WATERWELD	613,368	9-18-95	10-08-10
01903	(CA) (1) WATERWELD	464,173	10-18-96	10-18-11
01904	(GB) (1) WATERWELD	1,569,411	11-17-95	4-20-11
01906	(FR) (1) WATERWELD	94514499	9-16-94	4-30-14
01907	(GB) (1) WATERWELD	1,546,826	8-05-94	9-07-10
01908	(MX) (1) WATERWELD	471,707	8-30-94	11-05-13
02001	(US) (1, 16) JB KWIK & Design	1,895,771	5-30-95	5-30-15
02101	(US) (1, 3) J-B WELD (LOGO)	2,032,175	1-21-97	1-21-17
02701	(US) (1) J-B STIK WELD	2,640,399	10-22-02	10-22-12
02703	(AU) (1) J-B STIK WELD	846,461	9-03-01	8-15-10
02704	(CA) (1) J-B STIK WELD	590,478	9-22-03	9-22-18
02705	(GB) (1) J-B STIK WELD	2,247,653	7-28-01	10-06-10
02706	(MX) (1) J-B STIK WELD	699,165	5-24-01	10-19-10

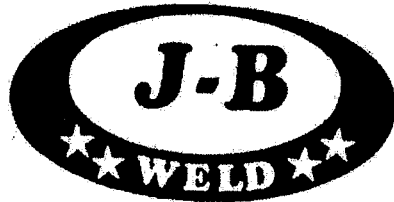
File	Country, Class, Mark	App/Reg	Date of Reg	Renewal Due
02901	(GB) (1, 16) J-B WELD	2,291,187	1-26-02	1-26-12
03001	(GB) (1, 16) J-B WELD and Design	2,291,159	1-25-02	1-25-12
03101	(US) (1) J-B MINI	76,650,855	(pending)	
03103	(AU) (1) J-B MINI	1,100,618	11-02-06	2-24-16
03104	(CA) (1) J-B MINI	1,291,011	(pending)	
03105	(DE) (1) J-B MINI	30613028	8-24-06	2-29-16
03106	(MX) (1) J-B MINI	960,697	10-31-06	3-06-16
03107	(LK) (1) J-B MINI	130,963	(pending)	
03108	(GB) (1) J-B MINI	2,416,141	3-09-06	3-09-16
03201	(US) (16) J-B MINI	3,273,207	8-07-07	8-07-17

**Country Legend:**

AU Australia  
BR: Brazil  
CA Canada  
CN China  
DE Germany  
ES Spain  
FR France  
GB United Kingdom  
LK Sri Lanka  
MX Mexico  
TR Turkey  
TW Taiwan  
US United States  
ZA South Africa



10367/01301, 01304, 01305 — (US) (GB) (MX) J-B WELD and Design



---

10367/01501 — (US) Valve Design Only



---

10367/02001 — (US) JB KWIK and Design



---

10367/02101 — (US) J-B WELD (Logo)



---

10367/03001 — (GB) J-B WELD and Design

