

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
J-B Weld Company		12/31/2008	CORPORATION: TEXAS
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1897915	WATERWELD	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3300		
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/		

CH \$40.00 1897915

Date:

01/27/2009

Total Attachments: 7

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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

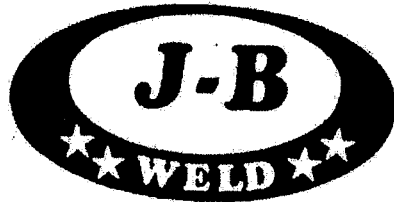
File	Country, Class, Mark	App/Reg	Date of Reg	Renewal Due
01101	(US) (1) J-B WELD	1,008,265	4-08-75	4-08-15
01103	(BR) (1) J-B WELD	815399987	5-05-92	5-05-12
01104	(CA) (1) J-B WELD	259,532	6-05-81	6-05-11
01105	(CN) (1) J-B WELD	540,092	1-20-91	1-19-11
01108	(FR) (1) J-B WELD	1,559,122	11-09-89	11-09-09
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

