

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
D.S. Brown Company		08/25/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	D.S.B. Operating Corp.		
Street Address:	300 East Cherry Street		
City:	North Baltimore		
State/Country:	OHIO		
Postal Code:	45872		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2104782	DELASTIC	
Registration Number:	1518915	DELCRETE	
Registration Number:	2747531	EXODERMIC	
Registration Number:	2879486	EXODERMIC	
Registration Number:	2062964	STEELFLEX	
CORRESPONDENCE DATA			
Fax Number:	(312)416-4662		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-201-2561		
Email:	pedersen@wildman.com		
Correspondent Name:	Sandra Scavo Pedersen		
Address Line 1:	225 West Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	D0258.00001 TM ASSIGNMENT		

CH \$140.00 2104782

NAME OF SUBMITTER:	Sandra Scavo Pedersen
Signature:	/sandra scavo pedersen/
Date:	08/26/2009
Total Attachments: 5 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	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT dated August 25, 2008, is entered into by and among The D.S. Brown Company, an Ohio corporation (the "Company"), Antares Capital Corporation, a Delaware corporation (as agent under a secured credit facility to the Company, the "Agent" and together with the Company, the "Assignors"), and D.S.B. Operating Corp., an Ohio corporation ("Assignee"). The Agent, as secured party, has exercised its post-default remedies with respect to, among other assets, the trademarks identified on Exhibit A (the "Trademarks"). This Assignment is made for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Company hereby assigns all of its right, title and interest throughout the world in and to, and the Agent hereby assigns, to the extent that the Agent has a first priority lien on such Trademarks, all of the Company's right, title and interest throughout the world, free and clear of all liens and security interests (other than Permitted Liens as defined in that certain Sale Agreement Pursuant to Article 9 of the Uniform Commercial Code, dated as of August 25, 2008, by and among the Assignee and the Agent (the "UCC Sale Agreement")) in and to, the Trademarks, as well as any other trademark, trade name, trade dress or other trade identity right composed, in whole or in part, of the Trademarks together with the goodwill appurtenant thereto, to Assignee.

The Company undertakes at the request and expense of the Assignee to do all acts and execute all documents which may be necessary to confirm the title of the Assignee to the Trademarks assigned, whether in connection with any registration of such title or otherwise in any jurisdiction worldwide.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ASSIGNORS MAKE ONLY THOSE REPRESENTATIONS AND WARRANTIES APPLICABLE TO THEM AS CONTAINED IN THE REAL ESTATE PURCHASE AGREEMENT, DATED AS OF AUGUST __, 2008, BY AND BETWEEN THE COMPANY AND THE ASSIGNEE AND THE UCC SALE AGREEMENT.

In the event that Assignee is unable for any reason to secure the Company's signatures to any document that it is entitled to hereunder, the Company hereby constitutes and appoints Assignee as the Company's true and lawful attorney in fact, with full power of substitution in the Company's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. The Company hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered as of the date first above set forth.

ASSIGNORS:

Antares Capital Corporation, as Agent

By: _____

Name: _____

Title: _____

The D.S. Brown Company

By: _____

Name: _____

Title: _____

ASSIGNEE:

D.S.B. Operating Corp.

By: _____

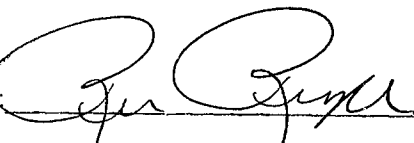
Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered as of the date first above set forth.

ASSIGNORS:

Antares Capital Corporation, as Agent

By: 

Name: Renee M. Rempe

Title: Duly Authorized Signatory

The D.S. Brown Company

By: _____

Name: _____

Title: _____

ASSIGNEE:

D.S.B. Operating Corp.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed and delivered as of the date first above set forth.

ASSIGNORS:


Antares Capital Corporation, as Agent

By: _____

Name: _____

Title: _____

The D.S. Brown Company

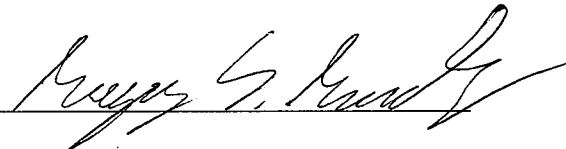
By: 

Name: Kirk L. Feuerbach

Title: President

ASSIGNEE:

D.S.B. Operating Corp.

By: 

Name: Gregory L. Greenberg

Title: Vice President

Exhibit A

Trademark Schedule:

<u>Country</u>	<u>Trademark</u>	<u>Reg. #</u>	<u>Reg. Date</u>
1. US	DELASTIC	2104782	10/14/1997
2. US	DELCRETE	1518915	04/28/1994
3. US	EXODERMIC	2747531	08/05/2003
4. US	EXODERMIC	2879486	08/31/2004
5. US	STEELFLEX	2062964	05/20/1997