

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
Spartech Industries, Inc.		10/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Custom Engineered Wheels, Inc.		
Street Address:	1851 North Fox Farm Road		
City:	Warsaw		
State/Country:	INDIANA		
Postal Code:	46580-2142		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75430655	X-CORE	
Serial Number:	78634299	SHOX	
CORRESPONDENCE DATA			
Fax Number:	(203)325-5001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2033255061		
Email:	kdonohue@fdh.com		
Correspondent Name:	Kathleen Donohue, Finn Dixon & Herling		
Address Line 1:	177 Broad Street		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Kathleen Donohue		
Signature:	/s/ Kathleen Donohue		
Date:	10/27/2009		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), dated as of October 27, 2009, is by and between Spartech Industries, Inc., a Delaware corporation (the "Assignor"), and Custom Engineered Wheels, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor operates an ongoing and existing business and owns, has adopted, and has used the trademarks identified in Exhibit A, attached hereto (collectively, the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated October 27, 2009 (the "Purchase Agreement") by and among Assignor, Assignee, and for the purposes Article XI of the Purchase Agreement only, Spartech Corporation, a Delaware corporation, and for the purposes of Section 11.2 only, Spartech Plastics, LLC, a Delaware limited liability company, pursuant to which Assignor has agreed to sell, assign, transfer and convey to Assignee and Assignee has agreed to purchase, acquire and accept from Assignor certain Purchased Assets (as defined in the Purchase Agreement), which include the entire business and assets to which the Marks relate;

WHEREAS, nothing in this Agreement shall modify or otherwise affect any provision of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control; and

WHEREAS, Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Purchase Agreement, which are not confidential, proprietary and/or trade secrets of either party, and making said terms of record in the office of any state trademark authority, the United States Patent & Trademark Office and the office of any applicable foreign trademark authority.

NOW THEREFORE, in consideration of the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

BE IT KNOWN that for the good and valuable consideration paid to Assignor by Assignee pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it sold, assigned, transferred and conveyed to Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, transfers and conveys unto Assignee, its successors, legal representatives or assigns, all of its right, title and interest in, to and under the Marks and all applications and registrations therefor (including, but not limited to, those set forth in Exhibit A), together with any and all of the goodwill of the business symbolized by and associated with said Marks, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights

and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, at Assignee's expense, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Marks hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

[Remainder of page intentionally left blank; signature page follows.]

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated above, by each party's duly authorized officer.

SPARTECH INDUSTRIES, INC.

CUSTOM ENGINEERED WHEELS, INC.

By: Randy C. Martin

By: _____

Name: Randy C. Martin

Name: Mark Riser

Title: Vice President and Chief

Title: Financial Officer

Title: President

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

On this October 26, 2009, before me, Mignon Gannam, a Notary Public in and for said state, personally appeared Randy C. Martin, an officer of Spartech Industries, Inc., known to me to be the person who executed the within Agreement, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and said State aforesaid, the day and year first above written.

Notary Public Mignon Gannam



STATE OF _____)

COUNTY/CITY OF _____)

On this _____, 2009, before me, _____, a Notary Public in and for said state, personally appeared Mark Riser, an officer of Custom Engineered Wheels, Inc., known to me to be the person who executed the within Agreement, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and said State aforesaid, the day and year first above written.

Notary Public

[Signature Page to Trademark Assignment Agreement]

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated above, by each party's duly authorized officer.

SPARTECH INDUSTRIES, INC.

CUSTOM ENGINEERED WHEELS, INC.

By: _____

By: Mark Riser

Name: _____

Name: Mark Riser

Title: _____

Title: President

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this _____, 2009, before me, _____, a Notary Public in and for said state, personally appeared _____, an officer of Spartech Industries, Inc., known to me to be the person who executed the within Agreement, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and said State aforesaid, the day and year first above written.

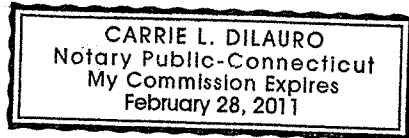
Notary Public

STATE OF Connecticut)
)
COUNTY/CITY OF Fairfield)

On this October 27, 2009, before me, Carrie L. DiLauro, a Notary Public in and for said state, personally appeared Mark Riser, an officer of Custom Engineered Wheels, Inc., known to me to be the person who executed the within Agreement, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.


IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and said State aforesaid, the day and year first above written.

Notary Public
Carrie L. DiLauro



[Signature Page to Trademark Assignment Agreement]

EXHIBIT A

Title	Country	Trademark Application Number	Goods and Services	Trademark No.
X-CORE (Stylized) 	U.S.A.	75/430,655	Wheels for wheelchairs and bicycles in International Class 12	2,245,834
SHOX	U.S.A.	78/634,299	Polyurethane tires for wheelchairs in International Class 12	3,392,925