

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
Transolid, Inc.		09/14/2009	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	TSHS, LLC		
Street Address:	1120 Main Parkway		
City:	Catoosa		
State/Country:	OKLAHOMA		
Postal Code:	74015		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3261757	BELLAGIA	
Registration Number:	3305784	NATURAL SELECTIONS	
Registration Number:	2699779	TRANSCENDENCE	
Registration Number:	2037770	TRANSOLID	
Registration Number:	2942975	TRANSOLID	
Registration Number:	3262865	WATER WALLS	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$165.00 3261757

ATTORNEY DOCKET NUMBER:	31238.00.0051
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	10/27/2009
Total Attachments: 4 source=TSHS LLC - Trademark Assignment#page1.tif source=TSHS LLC - Trademark Assignment#page2.tif source=TSHS LLC - Trademark Assignment#page3.tif source=TSHS LLC - Trademark Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF RIGHTS ("Assignment") is entered into and effective as of the 14th day of September, 2009, between **TSHS, LLC**, a Delaware limited liability company, with an address at 1120 Main Parkway, Catoosa, OK 74015 ("Assignee" or "Consolidated Company") and **Transolid, Inc.**, a North Carolina corporation, with an address at 2599 Charlotte Highway, Mooresville, NC 28117 ("Assignor").

RECITALS:

A. Assignor and Assignee are parties to a Contribution Agreement dated as of the date hereof (the "Contribution Agreement") with Hudson Solid Surfaces International, L.L.C., an Oklahoma limited liability company ("HSSI"), pursuant to which Assignor and HSSI each agreed to transfer to the Consolidated Company certain tangible and intangible assets owned by them, including Assignor's Trademarks identified on Exhibit "A" (the "Trademarks") hereto.

B. The Consolidated Company, identified above as the Assignee, has been formed as a limited liability company under the laws of the State of Delaware.

C. Assignor is a wholly-owned subsidiary of TRM, Inc., a North Carolina corporation.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals Incorporated. The Recital paragraphs above are incorporated herein by this reference.

2. Assignment of Trademarks. Assignor does hereby bargain, convey, grant, sell, assign, transfer and set over all right, title and interest in the Trademarks to Assignee, its successors and assigns.

3. Consideration. The Consideration for the transfer of the Trademarks is as specified in the Contribution Agreement, the receipt and sufficiency of which is hereby acknowledged.

4. Effective Date and Time; Right to Record. The sale, transfer and assignment are effective upon execution of this Assignment. Notwithstanding the same, Assignee shall have the right to record this Assignment in the United States Patent and Trademark Office and with such other recording authorities as Assignee deems reasonable and proper.

5. Warranties and Indemnification. Assignor warrants to Assignee that Assignor owns all of the right, title and interest in and to the Trademarks and that the Trademarks are not subject to any lien, claim or other encumbrance other than as specifically set forth herein. Assignor hereby indemnifies Assignee, its owners, directors, managers, officers, employees, representatives, agents, affiliates, assignees and assigns, and shall defend and hold all such indemnified parties harmless from and against any and all liabilities, claims, suits, other legal actions and proceedings, demands, damages, losses, costs and expenses of any kind or nature,

including, without limitation, reasonable legal fees and expenses, arising out of or otherwise relating to any alleged infringement by the Trademarks on the rights of another.

6. Governing Law. This Assignment will be governed by the law of the State of Oklahoma.

7. Capitalized Terms. Unless otherwise specified, capitalized terms herein shall have the same meaning as given to those terms in the Contribution Agreement.

8. Counterparts and Facsimile. This Assignment may be executed in one or more counterparts (including by facsimile), and all such counterparts shall constitute one and the same agreement.

EXECUTED at Tulsa, Oklahoma.

"Assignee"

TSHS, LLC

By

Name
Title

Timothy R. Meharry
Manager / CEO

"Assignor"

Transolid, Inc.

By

Name
Title

Timothy R. Meharry
President

ACKNOWLEDGMENTS

STATE OF North Carolina
COUNTY OF Wendell }

SS:

This instrument was acknowledged before me on the 11 day of September, 2009, by Timothy R. Meharry (name), President (title) of Transolid, Inc., the Assignor identified above.

Heather W. Workman
Notary Public
Commission Number: 20042920166

My Commission Expires: 10/24/09

STATE OF North Carolina
COUNTY OF Wendell }

SS:

This instrument was acknowledged before me on the 11 day of September, 2009, by Timothy R. Meharry (name), Manager / CEO (title) of TSHS, LLC, the Assignee identified above.

Heather W. Workman
Notary Public
Commission Number: 20042920166

My Commission Expires: 10/24/09

Exhibit "A"

Trademarks

Trademark Listing by Trademark

<i>Mark Registration No.</i>	<i>Country</i>	<i>Application No.</i>	<i>Application Date Registration Date</i>
BELLAGIA	United States	78/210,469 2/4/2003	3261757 7/10/2007
<i>Class No.</i> 020			
<i>Goods</i> Vanity Tops			
DESIGN SERIES TMA631,118	Canada	1197208 11/18/2003	1/26/2005
<i>Goods</i> bathroom vanities, cabinets, mirrors, counters, basins and bowls			
NATURAL SELECTIONS	United States	77070114 12/22/2005	3,305,784 10/9/2007
<i>Class No.</i> 20			
<i>Goods</i> furniture parts, namely vanity tops			
TRANSCENDENCE	United States	78/349,992 12/16/2001	2,699,779 3/26/2005
<i>Class No.</i> 20			
<i>Goods</i> Bathroom vanities and basins			
TRANSOLID	United States	74/571786 5/9/1995	2,037,770 2/11/1997
<i>Class No.</i> 017			
<i>Goods</i> Solid surfacing composition comprising polymer, acrylic and aluminum trihydrate for table tops and bases, vanity tops and bases, countertops and bases, bath and shower enclosures, cabinets, doors, retail displays, tubs, sinks, bowls, basins, backsplashes, partitions, wall panels, window sills, thresholds, baseboards, wainscoting, building trim, moldings, picture and mirror frames, non-structural components for vehicles and boats, and any other molded or moldable ornamental or accessory item			
TRANSOLID & Design TMA649,637	Canada	1191888 9/26/2003	10/4/2005
<i>Goods</i> Bath tubs, bath tub enclosures, sinks, backsplashes, shower pans and shower enclosures; furniture and furniture parts, namely, table tops, table bases, vanity tops, vanity bases, counter bases, and counter tops; basins and bowls.			

TRANSOLID AND DESIGN

United States

78/230,742

3/27/2003

2,942,975

4/19/2005

Class No. Goods

011 Bath tubs enclosures, sinks, shower pans and shower enclosures

020 Furniture, furniture parts, namely, table tops, table bases, vanity tops, vanity bases, counter bases, counter tops and backsplashes

021 Basin bowls

WATER WALLS

United States

78/721023

9/27/2005

3282865

7/10/2007

Class No. Goods

11 shower enclosures; shower pans; shower wall surrounds; shower panels; bathtub panels; bathtub enclosures