

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
Kerite LLC		02/02/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Marmon Utility LLC		
Street Address:	181 West Madison Street		
Internal Address:	26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1840407	KERITE	
Registration Number:	0758739	PERMASHIELD	
CORRESPONDENCE DATA			
Fax Number:	(312)251-5732		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.368.4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	P.O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	231303-2016; 231303-2018		
NAME OF SUBMITTER:	Amy C. Ziegler		
Signature:	/Amy Ziegler/		

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REEL: 004145 FRAME: 0006

Date:

02/05/2010

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Kerite LLC, a Delaware limited liability company, having a place of business at 49 Day Street, Seymour, Connecticut 06483, U.S.A. ("Assignor"), is the sole and exclusive owner of the trademark registrations described on Exhibit A attached hereto and made a part hereof (the "Marks"); and

WHEREAS, Marmon Utility LLC, a Delaware limited liability company, having a place of business at 181 West Madison Street, 26th Floor, Chicago, Illinois 60602, U.S.A. ("Assignee"), desires to acquire the entire right, title and interest in, to and under the said marks and the registration thereof;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), to it in hand paid by said Assignee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Assignor does hereby sell, assign, transfer and set over to said Assignee all its right, title and interest in, to and under said marks and registration, together with the goodwill of the business symbolized by the marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made.

AND, said Assignor hereby covenants that it has full right to convey the entire interest herein assigned.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officers thereunto duly authorized.

This assignment is effective as of January 1, 2010.

Assignor:

Kerite LLC
a Delaware Limited Liability Company

By: Robert W. Webb

Robert W. Webb
Secretary

Date: February 2, 2010

Assignee:

Marmon Utility LLC
a Delaware Limited Liability Company

By: Robert W. Webb

Robert W. Webb
Secretary

Date: February 2, 2010

Schedule A

Country	Mark	Reg. No.
U.S.A.	KERITE & Design	1840407
U.S.A.	PERMASHIELD	0758739
Canada	KERITE & Design	TMA473799
Canada	KERITE	TMDA035950

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