

## 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
Halex Corporation		05/05/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Roberts Capitol, Inc.		
Street Address:	1001 Broken Sound Parkway NW		
Internal Address:	Suite A		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2113241	CAPITOL ADHESIVES	
Registration Number:	2684641	IQ	
Registration Number:	2684640	THE SMART WAY TO INSTALL	
Registration Number:	2361293	CAPITOL	
CORRESPONDENCE DATA			
Fax Number:	(305)679-6327		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	305.349.2259		
Email:	danielle.price@hklaw.com		
Correspondent Name:	Danielle Price		
Address Line 1:	701 Brickell Avenue		
Address Line 2:	Suite 3000		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	048914.00038		

900158935

TRADEMARK  
REEL: 004180 FRAME: 0689

OP \$115.00 2113241

NAME OF SUBMITTER:	Danielle Price
Signature:	/danielle price/
Date:	04/06/2010
<p>Total Attachments: 6 source=tab 15#page1.tif source=tab 15#page2.tif source=tab 15#page3.tif source=tab 15#page4.tif source=tab 15#page5.tif source=tab 15#page6.tif</p>	

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** ("Agreement") dated as of May 5, 2005, is made and entered into by and between Halex Corporation, a California corporation (the "Assignor") and Roberts Capitol, Inc., a Florida corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Assignor, Assignee, Roberts Consolidated Industries, Inc., a Delaware corporation, and, solely for the purposes of Article VII, Section 8.1 and Section 8.25 thereof, Q.E.P. Co., Inc., a Delaware corporation, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"). Nothing in this Agreement is intended to limit, supersede or expand upon, in any way, the parties' representations, warranties or agreements in the Purchase Agreement; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire all of Assignor's rights, title and interests in and to the trade names, trademarks, service marks, slogans, registrations and registration applications listed on Schedule I attached hereto (the "Trademarks").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Assignment; Consent.**

**1.1** Assignor hereby assigns, transfers and conveys unto Assignee, its successors and assigns and other legal representatives, any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Trademarks, and all goodwill of the business associated with the Trademarks.

**1.2** Assignor hereby assigns, transfers and conveys unto Assignee, its successors and assigns and other legal representatives, all claims for damages and all remedies or causes of action, together with the right to sue for and collect the same for its own account, arising out of any violation or infringement of the rights assigned hereby that may have accrued prior to the date of assignment to Assignee, or that may accrue hereafter.

**1.3** 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 Trademarks.

**1.4** Assignor further covenants and agrees that it will, upon Assignee's reasonable request and without further consideration, execute and deliver to Assignee such additional documents, provide such further information and perform such further acts, as are necessary to enable Assignee to record the assignment of such marks, or otherwise to perfect or confirm this assignment and Assignee's rights in the assigned marks.

## 2. General Provisions.

2.1 No Waiver; Amendment. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. The Agreement may be amended or modified only by a writing executed by both parties.

2.2 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of the State of Delaware, as applicable to contracts executed and performed entirely therein, without regard to the principles of choice of law or conflicts of law of any jurisdiction.

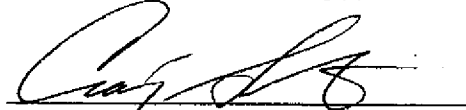
2.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

2.4 Counterparts. This Agreement may be executed in one or more counterparts (including facsimile versions), and by different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Assignment of Trademarks effective as of the date first written above.

HALEX CORPORATION



By: Craig Silver

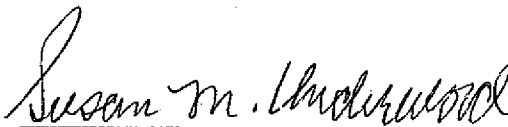
Title: PRESIDENT

STATE OF California

COUNTY OF Los Angeles

On this 5 day of May, 2005, before me, Susan M. Underwood, a Notary Public in and for said State, personally appeared Craig Silver personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

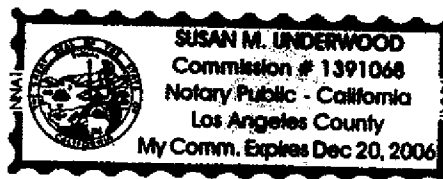
WITNESS, my hand and official seal.



Notary Public

ACKNOWLEDGED AND AGREED:

ROBERTS CAPITOL, INC.



By: \_\_\_\_\_

Title:

IN WITNESS WHEREOF, the parties have entered into this Assignment of Trademarks effective as of the date first written above.

HALEX CORPORATION

By:  
Title:

STATE OF GEORGIA

COUNTY OF FULTON

On this 5<sup>th</sup> day of May, 2005, before me, JEAN COWAN, a Notary Public in and for said State, personally appeared LEWIS GOULD personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Jean Cowan  
Notary Public

ACKNOWLEDGED AND AGREED:

ROBERTS CAPITOL, INC.

[Signature]  
By: LEWIS GOULD  
Title: President



**SCHEDULE I**  
**TRADEMARKS**

<b><u>Trademarks</u></b>	<b><u>Owner</u></b>	<b><u>Goods/Services</u></b>	<b><u>Status in Trademark Office</u></b>	<b><u>Federal Ser. No.</u></b>	<b><u>Reg. No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>
CAPITOL ADHESIVES and Design	Capitol Adhesives, Inc.	Adhesives for use in the flooring industry.	Registered (Should have lapsed 11/18/03)	74/475,719	2,113,241	1/3/94	11/18/97
IQ (Stylized)	Capitol USA, LLC	Adhesives for use in the floor covering industry.	Registered	76/314,926	2,684,641	09/18/01	02/04/03
THE SMART WAY TO INSTALL	Capitol USA, LLC	Adhesives for use in the floor covering industry.	Registered	76/314,925	2,684,640	09/18/01	02/04/03
CAPITOL and Design	Capitol USA, LLC	Adhesives for use in the floor covering industry and carpet seaming tape.	Registered	75/512,319	2,361,293	07/01/98	07/27/00

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