

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 |
|--------------------------|----------|----------------|----------------------------------|
| Para-Chem Southern, Inc. | | 12/13/2010 | INC. ASSOCIATION: SOUTH CAROLINA |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------------------|
| Name: | Royal Adhesives and Sealants, LLC. |
| Street Address: | 2001 West Washington Street |
| City: | South Bend |
| State/Country: | INDIANA |
| Postal Code: | 46628 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 10

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 0830027 | PARABOND |
| Registration Number: | 1467361 | VI-TEX |
| Registration Number: | 1588419 | PARABOND |
| Registration Number: | 1680899 | ENVIRONMENTAL SAFETY SEAL |
| Registration Number: | 1881074 | CERAMASET |
| Registration Number: | 2254108 | PARACRYL |
| Registration Number: | 2578247 | PARA-CHEM |
| Registration Number: | 2586754 | DETACH |
| Registration Number: | 2650468 | MICRO FINISH |
| Registration Number: | 3871279 | INTELLIGENT FLOORING SYSTEM |

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900178605

**TRADEMARK
 REEL: 004432 FRAME: 0446**

CH \$265.00 0830027

Phone: 617.526.9600
Email: oandrews@proskauer.com
Correspondent Name: Proskauer Rose LLP
Address Line 1: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 12271/017 |
| NAME OF SUBMITTER: | Deborah M. Vernon |
| Signature: | /Deborah M. Vernon/ |
| Date: | 12/13/2010 |

Total Attachments: 6

source=ParaChem.TM#page1.tif
source=ParaChem.TM#page2.tif
source=ParaChem.TM#page3.tif
source=ParaChem.TM#page4.tif
source=ParaChem.TM#page5.tif
source=ParaChem.TM#page6.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Trademark Assignment") is made, executed and delivered as of December 13, 2010, by Para-Chem Southern, Inc., a South Carolina corporation ("Assignor") to Royal Adhesives and Sealants, LLC., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated as of November 22, 2010 (the "Asset Purchase Agreement") by and among Assignor, John W. Jordon ("JWJ"), III, Susan J. Mauro ("SJM"), and Para-Chem Acquisition Corp. ("PCAC"), a Delaware corporation, as amended by that certain Amendment to Asset Purchase Agreement, dated as of December ___, 2010, by and among the Assignor, JWJ, SJM, PCAC, Assignee, Simpsonville Properties LLC, a Delaware limited liability company, Dalton Properties LLC, a Delaware limited liability company, and Mansfield (Sixth Avenue) Properties LLC, a Delaware limited liability company (collectively, the "Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the assets and assuming certain liabilities of the current business of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of those certain trademarks and associated registrations listed in the attached Schedule A (the "Trademarks");

WHEREAS, Assignor desires to transfer to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith and all related applications (if any related applications exist), registrations and renewals therefor; and

WHEREAS, the Asset Purchase Agreement requires, as a condition to the Closing (as defined in the Asset Purchase Agreement), that this Trademark Assignment be duly executed and delivered by Assignor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. **Trademark Assignment.** Assignor hereby conveys, transfers, assigns and delivers unto Assignee, all of Assignor's right, title, and interest in and to the Trademarks (including but not limited to all registration rights and all rights to prepare derivative marks with respect to the Trademarks), together with the underlying goodwill of the business associated with and symbolized by the Trademarks, as part of the transfer of the business pertaining to the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns and other legal representatives, as duly and entirely as the same would have been held or enjoyed by Assignor if this Trademark Assignment had not been made, along with all causes of action, including the right to sue and recover for past, present and future infringement.

2. **Further Assurances.** Assignor hereby agrees that, upon request by or on behalf of Assignee and without further consideration, Assignor shall (and, if applicable, shall cause its affiliates to) execute such further instruments of assignment and take such other action as may be required or useful to more effectively transfer, assign to and vest in Assignee, and perfect, register and/or record the rights of Assignee to, the Trademarks with the relevant authority at the United States Patent and Trademark Office.

3. **Governing Law.** This Trademark Assignment shall be construed, performed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date hereinabove written.

PARA-CHEM SOUTHERN, INC.

By: William Ward
Name: William Ward
Title: LODICFO

ROYAL ADHESIVES AND SEALANTS, LLC.

By: _____
Name:
Title:

NOTARY

State of SC)

County of Greenville) ss.

On this the 9 day of December 2010, before me, Rebecca Lessor, the undersigned Notary Public, personally appeared William Ward, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Para-Chem Southern, Inc. and executed this document of his/her own free will.

Rebecca A. Lessor

Signature of Notary Public

Rebecca A. Lessor

Printed Name of Notary Public

(seal) **Rebecca A. Lessor**
Notary Public, South Carolina

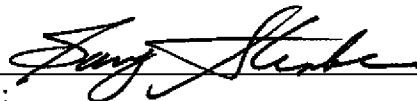
My Commission Expires 4-17-2019

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date hereinabove written.

PARA-CHEM SOUTHERN, INC.

By: _____
Name:
Title:

ROYAL ADHESIVES AND SEALANTS, LLC.

By:  _____
Name:
Title:

SCHEDULE A
ASSIGNED TRADEMARKS

| Mark / Name | Jurisdiction | Registration No. / Reg. Date | Goods / Services | Date of First Use |
|--------------------------------------|--------------|------------------------------|---|-------------------|
| PARABOND (Stylized) | US | 830,027 6.13.1967 | Solvent system containing elastomers, for causing substrates to be adhered to each other for use in the textile industry and fields closely allied thereto | 04.12.1965 |
| VI-TEX | US | 1,467,361 12.1.1987 | Gypsum-based patching compound for repairing or filling walls, floors, and the like | 00.00.1983 |
| PARABOND | US | 1,588,419 3.27.1990 | Adhesives, namely floor covering adhesives, ceramic tile adhesives, contact cements, and pipe cements | 04.12.1965 |
| ENVIRONMENTAL SAFETY SEAL and Design | US | 1,680,899 3.31.1992 | Floor covering adhesives | 02.06.1991 |
| CERAMASET | US | 1,881,074 2.28.1995 | Adhesives, in the field of ceramic tile installation | 08.25.1994 |
| PARACRYL | US | 2,254,108 6.15.1999 | Semi-finished goods for use in the graphic arts industry, namely, polymers and emulsions for combining with other ingredients for selectively making inks and coatings for use by graphic artists | 01.00.1996 |
| PARA-CHEM | US | 2,578,247 06.11.2002 | Chemicals for protecting and stabilizing textile materials including upholstery, fabrics, and carpets, namely coatings for durability, coatings for strength, coatings for flame retardance, weather resistance, and UV resistance | 02.16.1956 |
| DETACH | US | 2,586,754 6.25.2002 | Chemical preparation for removing carpet, tile, sheet goods and residual adhesives from flooring | 04.22.1999 |
| MICRO FINISH | US | 2,650,468 11.12.2002 | Multipurpose adhesive and cementitious compounds for application in flooring or sub-flooring, including for example compositions adapted for patching or leveling flooring comprised of concrete, plywood, asphalt, ceramic marble, stone, slate and the like | 05.01.2001 |
| INTELLIGENT FLOORING SYSTEM | US | 3,871,279 11.02.2010 | Adhesives, namely, floor covering adhesive compositions that have moisture barrier properties, crack suppressant properties, and acoustical barrier properties | 08.31.2009 |

TRADEMARK

RECORDED: 12/13/2010

REEL: 004432 FRAME: 0453