

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
Juan Carlos Martinez		09/17/2010	INDIVIDUAL: MEXICO
Eduardo de Lachica		10/14/2010	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Laxmi Gupta		
Street Address:	14722 Spring Ave.		
City:	Santa Fe Springs		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78358639	XTREME LINERS	
Serial Number:	77080752	SPRAY-ON QWIK LINER CARTRIDGE SYSTEM	
Serial Number:	76435792	UL ULTIMATE LININGS	
CORRESPONDENCE DATA			
Fax Number:	(562)921-5338		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5628028834		
Email:	finlay@polycoatusa.com		
Correspondent Name:	Laxmi Gupta		
Address Line 1:	14722 Spring Ave.		
Address Line 4:	Santa Fe Springs, CALIFORNIA 90670		
NAME OF SUBMITTER:	Finlay Gow		
Signature:	/finlaygow/		

OP \$90.00 78358639

900182883

TRADEMARK
REEL: 004465 FRAME: 0515

Date:

02/01/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between Laxmi Gupta, a U.S. citizen (Assignee"), and Juan Carlos Martinez, a Mexican citizen and Eduardo de Lachica, a U.S. citizen (together, collectively referred to as "Assignors")

WHEREAS, Assignors were originally the owners of certain rights, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, Assignee has purchased all rights, title and interest in and to the Trademarks, and Assignors are now required to transfer all of their rights, title and interest in and to the Trademarks in conjunction with this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignors have sold and hereby assign, transfer and convey to Assignee their entire right, title, interest in and to the Trademarks [See Exhibit 1] in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignors had the sale, assignment, transfer and conveyance not been made.

Assignors authorize the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignors' entire right, title and interest therein. Assignors agree to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR

JUAN CARLOS MARTINEZ,

By: _____

Print Name: Juan Carlos Martinez

Date: 9-17-10

ASSIGNOR

EDUARDO DE LACHICA

By: _____

Print Name: EDUARDO DE LACHICA

Date: 10/14/2010

STATE OF :
COUNTY OF :

On this 17th day of September, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Juan Carlos Martinez**, known by me to be the person of the above name [and an officer of _____], duly authorized to execute this Assignment on behalf of [_____, and who signed and executed the foregoing instrument on behalf of _____].

Given under my hand and seal of office this 17th day of September, 2010.

My commission expires:



Leslie Mitchell
[Signature]
Notary Public

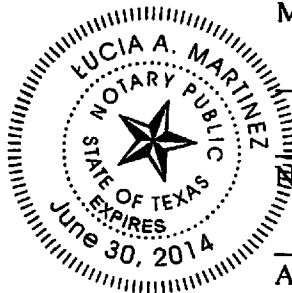
1311 Pile Plaza Drive Katy, TX 77449
Address

STATE OF :
COUNTY OF :

On this 14 day of October, 2010, before me, a Notary Public in and for the State and County aforesaid, personally appeared **Eduardo de Lachica** known by me to be the person of the above name [and an officer of _____], duly authorized to execute this Assignment on behalf of [Eduardo de Lachica, and who signed and executed the foregoing instrument on behalf of Eduardo de Lachica].

Given under my hand and seal of office this 14 day of October, 2010.

My commission expires:



6-30-2014
[Signature]
Notary Public

6309 Skyline Dr. Houston TX 77057
Address

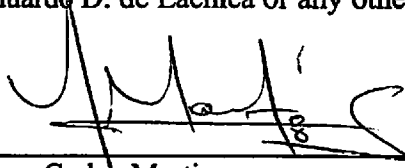
VERIFICATION

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Juan Carlos Martinez, former interest owner in Ultimate Linings Ltd. and Polyurethane Industrial Coatings, L.L.C. After having been duly sworn, Juan Carlos Martinez stated as follows:

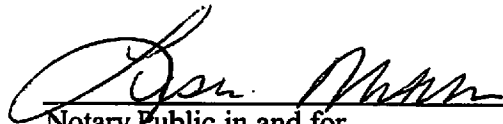
"My name is Juan Carlos Martinez. I have personal knowledge of all facts stated in this affidavit, which are true, and I am in all respects competent to make this statement."

"At no time before or since I sold my interests in Ultimate Linings Ltd. and Polyurethane Industrial Coatings, L.L.C. to Laxmi C. Gupta did I or have I encumbered, joint ventured, transferred, assigned or licensed the trademark rights to any third party. Also I have no knowledge of any such transaction on behalf of Eduardo D. de Lachica or any other individual."

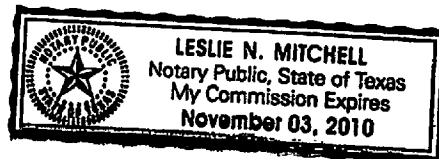


Juan Carlos Martinez

SUBSCRIBED AND SWORN TO BEFORE ME on this 17th day of Septem^{ber} 2010.



Notary Public in and for
The State of Texas
My commission expires: 11/3/2010



ASSIGNEE

LAXMI GUPTA

By: *Laxmi Gupta*

Title: _____

STATE OF CALIFORNIA:

COUNTY OF ~~ORANGE~~: LOS ANGELES

On this 1st day of February, 2011, before me, a Notary Public in and for the State and County aforesaid, personally appeared Laxmi Gupta, known by me to be the person of the above name and an officer of _____, duly authorized to execute this Assignment on behalf of LAXMI C. GUPTA, and who signed and executed the foregoing instrument on behalf of LAXMI C. GUPTA.

Given under my hand and seal of office this 1st day of February, ~~2010~~ 2011

My commission expires:

AUG. 11, 2011



Ruth Chou RUTH CHOU
Notary Public

2219 ROBINSON ST. REMOND BEACH, CA 90248
Address

EXHIBIT 1
TRADEMARKS CONVEYED TO LAXMI GUPTA



Word Mark XTREME LINERS

Serial Number: 78358639
Registration Number: 2937977
Registration Date: April 5, 2005



Word Mark SPRAY-ON QWIK LINER CARTRIDGE SYSTEM

Serial Number: 77080752
Registration Number: 3355052
Registration Date: December 18, 2007



Word Mark UL ULTIMATE LININGS

Serial Number: 76435792
Registration Number: 2842302
Registration Date: May 18, 2004