

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
DryTek Flooring Solutions, LLC		03/11/2011	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	Laticrete International, Inc.		
Street Address:	One Laticrete Park North		
City:	Bethany		
State/Country:	CONNECTICUT		
Postal Code:	06524-3423		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3248816	DRYTEK	
CORRESPONDENCE DATA			
Fax Number:	(203)787-5818		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-787-0595		
Email:	bsullivan@delpet.com		
Correspondent Name:	Anthony P. DeLio		
Address Line 1:	DeLio & Peterson, LLC		
Address Line 2:	121 Whitney Avenue		
Address Line 4:	New Haven, CONNECTICUT 06510		
ATTORNEY DOCKET NUMBER:	LCT 623		
NAME OF SUBMITTER:	Anthony P. DeLio		
Signature:	/Anthony P. DeLio/		

OP \$40.00 3248816

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TRADEMARK
REEL: 004499 FRAME: 0110

Date:

03/16/2011

Total Attachments: 6

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective as of the 11th day of March, 2011, by and between DryTek Flooring Solutions, LLC, a New Hampshire limited liability company ("Assignor"), and Laticrete International, Inc. a Connecticut corporation ("Assignee").

R E C I T A L S

WHEREAS, as set forth on Exhibit A, attached hereto and incorporated herein by reference, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names to the extent described therein (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated March 10, 2011 (the "Purchase Agreement"), pursuant to which Assignor agreed to transfer, sell and convey to Assignee, and Assignee agreed to purchase and assume from Assignor, substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement, and all capitalized terms herein shall have the same meaning as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

2. Authorization. Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

3. **Further Assurances.** The Assignor and Assignee do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as any of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

4. **Purchase Agreement Controls.** Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, expand, enlarge or in any way affect the provisions, warranties, representations, covenants or other promises or obligations set forth in the Purchase Agreement. This Agreement is intended only to effect the transfer, acceptance, assignment and assumption of certain assets transferred pursuant to the Purchase Agreement and the assumption of certain liabilities assumed pursuant to the Purchase Agreement and all rights and remedies of the parties hereto in respect of such transfer, acceptance, assignment and assumption shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. **No Third Party Beneficiaries.** Nothing in this Agreement will be construed as giving any Person, other than the parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

6. **Amendment.** The terms of this Agreement can only be changed, modified, released or discharged pursuant to a written agreement executed by each of the parties hereto.

7. **Governing Law; Consent to Jurisdiction and Service of Process.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of laws principles that would result in the application of any law other than the law of the State of Connecticut. Any and all actions between the parties hereto arising out of this Agreement shall be brought, prosecuted and maintained in the state or federal courts sitting in Hartford County, Connecticut. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts and to venue therein in any suit, action or proceeding arising, directly or indirectly, out of or relating to, this Agreement. So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the parties hereto in any such court.

8. **Headings.** The headings in this Agreement are included for convenience of reference only and shall not in any way affect the meaning or interpretation of this Agreement.

9. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, and permitted successors and assigns. No party may assign this Agreement or the rights, interests or obligations hereunder; provided, however, that to the extent permitted by applicable law, Assignee may (i) assign any or all of its rights and interests hereunder to a newly formed entity or other entity controlled by Assignee or Assignee's interest holders ("Assignee Affiliates") and/or (ii) designate one or more of its Assignee Affiliates to perform its obligations hereunder, provided, however, in the event of any assignment or delegation hereunder by Assignee, Assignee shall continue to remain liable to Assignor hereunder. Any assignment or delegation in contravention of this Section 9 shall be null and void.

10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

11. **Notices.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received in accordance with the terms of Section 10.4 of the Asset Purchase Agreement and the addresses set forth in such Section.

12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: DRYTEK FLOORING SOLUTIONS, LLC.

Name: Terry P. Cotton

Signature: _____

Title: Managing Member

NOTARIZATION

On this 11th day of March, 2011, before me, the undersigned Notary Public, personally appeared Terry P. Cotton, 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 Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: LATICRETE INTERNATIONAL, INC.

Name: Ed Metcalf

Signature: *Ed Metcalf* 2011.03.11

Title: President, North American Division

On this 11th day of March, 2011, before me, the undersigned Notary Public, personally appeared Ed Metcalf, proved to me through satisfactory evidence of identification, which was/were personal presence, 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 Assignee and executed this document of his/her own free will.

Mary Ellen Pisano

Signature of Notary
Mary Ellen Pisano

(Seal)

My Commission Expires: June 30, 2011

Signature page to Trademark Assignment

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: DRYTEK FLOORING SOLUTIONS, LLC.

Name: Terry P. Cotton

Signature: *Terry P. Cotton*

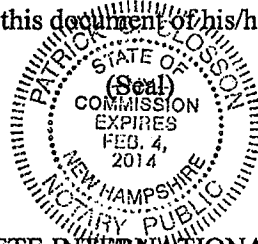
Title: Managing Member

NOTARIZATION

On this 11th day of March, 2011, before me, the undersigned Notary Public, personally appeared Terry P. Cotton, proved to me through satisfactory evidence of identification, which was/were license, 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 Assignor and executed this document of his/her own free will.

[Signature]
Signature of Notary

My Commission Expires: 2/4/14



ASSIGNEE: LATICRETE INTERNATIONAL, INC.

Name: Ed Metcalf

Signature: _____

Title: President, North American Division

On this ____th day of March, 2011, before me, the undersigned Notary Public, personally appeared _____, 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 Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

Signature page to Trademark Assignment

Exhibit A

Sweden Trademark

Mark: DRYTEK
Serial #: 374825

Mark: DRYTEK
Serial #: 377165

Israel Trademark

Mark: DRYTEK
Serial #: 214673

U.S. Trademark

Mark: DRYTEK
Serial #: 76-654,093

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