

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|----------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Community Bank and Trust | FORMERLY Dynaseal, Inc. | 12/09/2010 | CORPORATION: WISCONSIN |
| RECEIVING PARTY DATA | | | |
| Name: | Altus Vinyl LLC | | |
| Street Address: | 3801 S Memorial Dr | | |
| City: | Racine | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53403 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: WISCONSIN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78871397 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (262)898-3996 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 262-898-3991 | | |
| Email: | cburt@altusvinyl.com | | |
| Correspondent Name: | Christine Burt | | |
| Address Line 1: | 3801 S Memorial Dr | | |
| Address Line 4: | Racine, WISCONSIN 53403 | | |
| NAME OF SUBMITTER: | Christine Burt | | |
| Signature: | /Christine Burt/ | | |
| Date: | 06/15/2011 | | |
| Total Attachments: 4 source=CB&T_Transfer_WDPDF#page1.tif source=CB&T_Transfer_WDPDF#page2.tif source=CB&T_Transfer_Part1WDPDF#page1.tif source=CB&T_Transfer_Part1WDPDF#page2.tif | | | |

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CERTIFICATE OF TRANSFER

THIS CERTIFICATE OF TRANSFER (this "Certificate") is effective as of the 9th day of December 2010, by and between Community Bank & Trust (hereinafter referred to as the "Transferor") and Altus Vinyl LLC (hereinafter referred to as the "Transferee") (the words "Transferor" and "Transferee" includes their respective heirs, successors and assigns where the context requires or permits).

RECITALS

WHEREAS, Transferor has agreed to transfer to Transferee pursuant to this Certificate and pursuant to Article 9 of the Uniform Commercial Code of the State of Wisconsin (the "UCC"), all of the right, title, and interest of Dynaseal, Inc. and RH Holdings, Inc. (collectively, the "Borrower") in certain assets which are described on Exhibit A and incorporated herein (the "Personal Property"). Notwithstanding the foregoing, it is acknowledged that said Exhibit may not be all inclusive with respect to the property that Transferee believes it is receiving, and cannot be relied upon for accuracy, and said Personal Property shall be transferred subject to any leases, assignments, security interests, liens or encumbrances of third parties.

WHEREAS, the indebtedness secured by the Personal Property is in default, and Transferor has the right to foreclose upon and dispose of said Personal Property pursuant to the UCC.

WHEREAS, the Transferor wishes to sell, and Transferee wishes to purchase, the Personal Property pursuant to this Agreement.

NOW, THEREFORE, the Transferor and Transferee agree as follows:

2. Purchase Price. For the Personal Property, Transferee shall pay to Transferor \$150,000.00 in immediately available funds on the Closing Date (the "Purchase Price").
3. Transfer of Personal Property. In consideration for Transferee's payment of the Purchase Price to Transferor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Transferor, Transferor does hereby transfer and set over unto Transferee all of Transferor's and Borrower's right, title and interest in and to the Personal Property.

3. Warranties and Representations.

- a. TRANSFEROR DOES NOT WARRANT TITLE OR THE PHYSICAL CONDITION OF THE PERSONAL PROPERTY OR THE ACCURACY OF EXHIBIT A, AND TRANSFEEE AGREES TO ACCEPT THE PERSONAL PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES WITH RESPECT TO TITLE, POSSESSION, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, COLLECTABILITY OR THE LIKE.

ii. TRANSFEREE REPRESENTS AND WARRANTS THAT IT IS NOT AN "INSIDER" OF BORROWER, AS DEFINED PURSUANT TO THE UNIFORM FRAUDULENT TRANSFER ACT, CHAPTER 242, WIS. STATS. OR IN VIOLATION OF SAID ACT. SAID REPRESENTATION AND WARRANTY SHALL SURVIVE THE EXECUTION AND DELIVERY OF THIS CERTIFICATE AND THE TRANSACTIONS CONTEMPLATED HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this Certificate pursuant to Article 9 of the UCC.

TRANSFEROR:


COMMUNITY BANK & TRUST

By: 
Name: Jamie Rommelfaenger
Title: VP Collections

TRANSFEREE:

ALTUS VINYL LLC

By: 
Name: Christine Burt
Title: CEO / Owner

By: 
Name: Richard Burt
Title: President / Owner

**AGREEMENT OF PURCHASE
AND TRANSFER OF ASSETS**

Altus Vinyl, LLC (hereinafter referred to as "Purchaser") and Community Bank & Trust (hereinafter referred to as "Transferor") enter into this agreement with the following understanding:

1. Purchaser agrees to purchase certain assets to be transferred pursuant to a certificate of transfer to be entered into by and between the parties. To effectuate the purchase, the Purchaser and Transferor agree to, upon Purchaser obtaining sufficient financing and payment of the purchase price, enter into the certificate of transfer attached to this agreement as Exhibit A (the "First Certificate of Transfer") and the escrow agreement attached to this agreement as Exhibit B (the "Escrow Agreement"). The purchase price for the assets transferred in accordance with the First Certificate of Transfer shall be \$150,000.00, and an additional \$50,000.00 shall be set aside under the terms of the Escrow Agreement. A second Certificate of Transfer is attached to the Escrow Agreement.

2. Purchaser acknowledges and represents that it is currently in possession of the assets listed in Exhibit A to the First Certificate of Transfer.

3. The parties intend to execute the First Certificate of Transfer and Escrow Agreement as soon as the Purchaser pays to Transferor the payments due under the First Certificate of Transfer and Escrow Agreement.

4. It is anticipated that the closing shall take place within sixty (60) days of the date of this agreement or within ten (10) days after all financing approvals and confirmations from Racine Economic Development Corporation (RCEDC) and Racine Development Group (RDG) confirmed with a guarantee by WHEDA

and the financing is provided to Purchaser. Purchaser agrees to notify Transferor of its preparedness to close the transaction upon receipt of financing approval.

Dated this 21st day of October 2010.

PURCHASER:

Altus Vinyl, LLC

By: 

Christine M. Burt

By: 

Richard D. Burt

TRANSFEROR:

Community Bank & Trust

By: 

Authorized Signature

SIGNED IN TRIPlicate

EXHIBIT A