

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

4-30-12
04/30/2012
103643833

To the Director of the U. S. Patent and Trademark Office

1. Name of conveying party(ies): The Rectorseal Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s):
Execution Date(s) March 26, 2012

Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
B. Trademark Registration No.(s) US 3119610, US 1354842, US 3095130, US 3045753

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Barriercoat & Design, Serpiflex, Serpiloc Logo and Serpimastic & Design


5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Roger M. Iorio, Esq.
Internal Address:
Street Address: c/o Cole, Schotz, Meisel, Forman & Leonard, L.A., 25 Main Street
City: Hackensack
State: New Jersey Zip: 07601
Phone Number: 201-525-6312
Fax Number: 201-678-6312
Email Address: riorio@coleschotz.com

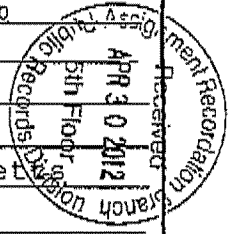
6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

Authorized to be charged to deposit account
 Enclosed

8. Payment information:
04/30/2012 LHARTIN 00000062 3119610
Deposit Account Number 40.00 07
Authorized User Name

9. Signature: 
Signature Date: April 25, 2012
Roger M. Iorio, Esq. Total number of pages including cover sheet, attachments, and document:



Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made as of this 26th day of March, 2012 ("Effective Date") by THE RECTORSEAL CORPORATION, a Delaware corporation ("Assignor") to FIBERLOCK TECHNOLOGIES, INC., a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the owner of those certain trademarks listed on Schedule A attached hereto (the "Assigned Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to assign and transfer all of its right, title and interest in and to the Assigned Trademarks to Assignee.

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

1. Assignor does hereby assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, throughout the world, and any registrations and applications for registration of the Assigned Trademarks and any renewals or extensions of any of the foregoing, together with all rights, claims and privileges pertaining to any of the foregoing, including, without limitation, the right to prosecute and maintain registrations and applications for registration for the Assigned Trademarks, the right to claim priority in connection with the Assigned Trademarks pursuant to international law or international conventions, all causes of action Assignor may have for past, present or future infringement of the Assigned Trademarks and all rights Assignor has to sue and collect damages and payments for claims of past, present or future infringement of the Assigned Trademarks.
2. The parties hereby authorize and request the Commissioner for Patents and Trademarks of the United States, and corresponding authorities in any jurisdictions worldwide, to record Assignee as owner of all right, title and interest in and to the Assigned Trademarks.
3. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
4. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns to each of Assignor and Assignee.
5. This Assignment is delivered in connection with the Purchase Agreement and is subject to and shall be governed by the terms and conditions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any ambiguity or inconsistency

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between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

THE RECTORSEAL CORPORATION

By: *David M. Smith*
Name: *DAVID M. SMITH*
Title: *PRESIDENT*

ACCEPTED AND AGREED TO:

FIBERLOCK TECHNOLOGIES, INC.

By: *Angus J. Sunkin*
Name: *Angus Sunkin*
Title: *Chief Operating Officer*

SCHEDULE A

| Barriercoat & Design | US 3119610 | The RectorSeal Corporation |
|---------------------------------|--------------------|-----------------------------------|
| Serpiflex | US 1354842 | The RectorSeal Corporation |
| Serpiflex | KR 45-19044 | The RectorSeal Corporation |
| Serpiloc logo | US 3095130 | The RectorSeal Corporation |
| Serpimastic & Design | US 3045753 | The RectorSeal Corporation |

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**UNITED STATES PATENT AND TRADEMARK OFFICE**UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

May 17, 2012

PTAS

ROGER M. IORIO, ESQ.
C/O COLE, SCHOTZ, MEISEL, FORMAN &
LEONARD, P.A.
25 MAIN STREET
HACKENSACK, NEW JERSEY 07601**103643833**United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The submitted assignment cover sheet is not acceptable. The assignment cover sheet must include the legal entity type and national citizenship (or state or country of organization) of each party receiving the assignment interest. And if the party receiving the assignment interest is a domestic partnership, joint venture, trust or estate, the cover sheet must state the names, legal entity types, and national citizenship (or the state or country of organization) of all general partners or active members that compose the partnership, joint venture, trust or estate. The citizenship of the receiving party must be indicated on the cover sheet.
2. Make correction on this same recordation cover sheet and return all documents back including non-recordation notice to fax 571-273-0140.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) within 30 days from the date of this notice as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 1.8 or 1.10 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

Send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

THERESA FREDERICK
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV

TRADEMARK**RECORDED: 04/30/2012****REEL: 004785 FRAME: 0770**