

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
Superseal Manufacturing Company, Inc.		12/28/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Seal Asset, LLC		
Street Address:	177 Broad Street		
Internal Address:	Suite 1150		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2510436	SUPERSEAL	
Registration Number:	2507156	S	
CORRESPONDENCE DATA			
Fax Number:	7158452718		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(715) 845-4336		
Email:	slipowski@ruderware.com		
Correspondent Name:	Steven P. Lipowski		
Address Line 1:	P.O. Box 8050		
Address Line 4:	Wausau, WISCONSIN 54402-8050		
NAME OF SUBMITTER:	Steven P. Lipowski		
Signature:	/Steven P. Lipowski/		

OP \$65.00 2510436

Date:

08/13/2012

Total Attachments: 18

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BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that

Superseal Manufacturing, Inc., a New Jersey corporation, ("Superseal"), and Superseal Installation Co., Inc., a New Jersey corporation ("Installation"; together with Superseal, "Sellers"), for good and valuable consideration and under Section 2.01 of the Asset Purchase and Sale Agreement dated as of December 28, 2010 (the "Purchase Agreement"), among Sellers and Seal Asset, LLC, a Delaware limited liability company ("Purchaser"), hereby sell, transfer, assign, convey and deliver unto Purchaser, its successors and assigns, all of Sellers' right, title and interest in, to and under the Purchased Assets (as defined in the Purchase Agreement), TO HAVE AND TO HOLD the same unto its successors and assigns forever. Terms not otherwise defined in this Bill of Sale have the meanings stated in the Purchase Agreement.

Sellers hereby covenant and agree that they will from time to time, promptly upon reasonable request by Purchaser made within six (6) months of the date hereof, correct any defect or error that may be discovered in this Bill of Sale or in the execution, or acknowledgment of this Bill of Sale and execute, acknowledge, deliver and take any and all such further acts, deeds, conveyances, notices of assignment, transfers, certificates, assurances and other instruments as Purchaser may reasonably require from time to time within six (6) months of the date hereof, in order (i) to carry out more effectively the purposes of this Bill of Sale, (ii) to enable Purchaser to exercise and enforce its rights and remedies and collect any payments and proceeds under this Bill of Sale and (iii) to better transfer, preserve, protect and confirm to Purchaser the rights granted or now or hereafter intended to be granted to Purchaser under this Bill of Sale or under each other instrument executed in connection with this Bill of Sale.

Purchaser hereby accepts the Purchased Assets sold, conveyed, transferred, delivered and assigned under this Bill of Sale.

This Bill of Sale shall be governed by, and construed in accordance with, the laws of the state of Wisconsin applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws provisions.

[SIGNATURE PAGE FOLLOWS]

Superseal Bill of Sale

IN WITNESS WHEREOF, the parties have executed and delivered this Bill of Sale as of this ___ day of December, 2010.

SELLERS:

SUPERSEAL MANUFACTURING, INC.

By: *Ronald A. Vespa*
Name: Ronald A. Vespa
Title: VICE PRESIDENT
Address: 125 Helen St
Southampton MA 01088
SUPERSEAL INSTALLATION CO., INC.

By: *Ronald A. Vespa*
Name: Ronald A. Vespa
Title: President
Address: 125 Helen Street
Southampton MA 01088

PURCHASER:

SEAL ASSET, LLC

By: _____
Name:
Title:
Address:

c/o Longroad Asset Management, LLC
177 Broad Street, Suite 1150
Stamford, Connecticut 06901

Supersal Bill of Sale

IN WITNESS WHEREOF, the parties have executed and delivered this Bill of Sale as of this 2nd day of December, 2010.

SELLERS:

SUPERSEAL MANUFACTURING, INC.

By: _____

Name:

Title:

Address:

c/o Ronald A. Vespa
49 Takolusa Drive
Holmdel NJ 07733

SUPERSEAL INSTALLATION CO., INC.

By: _____

Name:

Title:

Address:

c/o Ronald A. Vespa
49 Takolusa Drive
Holmdel NJ 07733

PURCHASER:

SEAL ASSET, LLC

By: *Domino Tarsigeh*

Name: *Domino Tarsigeh*

Title: *President/CEO*

Address:

c/o Longroad Asset Management, LLC
177 Broad Street, Suite 1150
Stamford, Connecticut 06901

Superseal Bill of Sale

Asset Purchase Agreement

By and Between

Superseal Manufacturing Co., Inc. and

Superseal Installation Co. Inc. as Sellers

And

Seal Asset, LLC as Purchaser

TRADEMARK

REEL: 004840 FRAME: 0974

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all schedules subject to further review by Purchaser

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GAAP shall have been made therefore, (b) Liens incurred or deposits made in connection with programs or Laws or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return of money bonds and similar obligations, incurred in the ordinary course of business consistent with past practice, (c) purchase money Liens incurred in the ordinary course of business, consistent with past practice, and (d) liens expressly set forth on Schedule 1.01(b) hereto.

"Person" means any individual, corporation, partnership, limited liability company, association, joint venture, trust or any other entity or organization, including, without limitation, any Governmental Body.

"Personal Property" has the meaning set forth in Section 2.01(e).

"Promissory Note" as defined in Section 3.01, substantially in the form of Ex. A, bearing interest at 110% of the rate paid on Treasury obligations of approximately the same duration as the Promissory Note.

"Purchase Price" means the consideration payable to Seller in accordance with Section 3.01.

"Purchased Assets" has the meaning stated in Section 2.01.

"Purchaser" has the meaning stated in the heading of this Agreement, and its successors and assigns.

"Purchaser Required Consents" means the Consents set forth on Schedule 6.04.

"Real Property" means that certain parcel or parcels of land owned by Vespa Realty, LLC and located at 125 South Helen Street, South Plainfield, New Jersey 07080, together with all tenements, hereditaments, easements, rights of way, privileges and appurtenances to those interests and improvements and fixtures on or to those interests.

"Real Property Lease" means that Lease in the form attached hereto as Exhibit B, executed at Closing by Vespa Realty LLC, as Lessor, and Purchaser, as Lessee, respecting a portion of the Real Property.

"Release" means (a) any releasing, spilling, discharging, disposing, leaking, pumping, injecting, pouring, depositing, dispersing, emitting, leaching or migrating into the Environment including the movement of Hazardous Materials through or in the Environment and (b) the abandonment or discontinuance of wells, wellbores, tanks, containers or receptacles, whether or not sealed or closed, containing, or which formerly contained, Hazardous Materials.

"Relevant Property" means all sites, properties, structures, facilities, locations, Real Property and Leaseholds (a) presently or formerly owned, operated, leased or

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assessment or charge of any kind, including, without limitation, income, excise, personal property, real property, withholding, sales, use, gross receipts, value added, franchise, profits, capital, premium, occupational, production, severance, ad valorem, occupancy, stamp, transfer, employment, payroll, unemployment insurance, social security, disability, workers compensation, custom duties, license recording, documentation and registration fees imposed by any Governmental Body, and all interest and penalties thereon and additions thereto.

“Tax Return” means any federal, state, local or foreign return, report, claim for refund, declaration, statement or other form relating to Taxes, including, without limitation, any schedule thereto or amendment thereof.

“Termination Date” means January 15, 2011 or such later date as Purchaser and Seller may agree upon.

“Transactions” means the transactions contemplated by, or described in, the Sale Documents, including, without limitation, the sale, transfer, assignment, conveyance and delivery of the Purchased Assets by the Sellers to the Purchaser.

“Transfer” means a direct or indirect offer, transfer, sale, assignment, pledge, conveyance, hypothecation, license, sublicense or other disposition of all or any interest.

“Unfunded Vested Liabilities” of a Person means, with respect to any Benefit Plan at any time, the excess, if any, of (a) the present value of all vested non-forfeitable benefits under the Benefit Plan, over (b) the fair market value of all Benefit Plan assets allocable to those benefits, all determined as of the then most recent valuation date for the Benefit Plan, but only to the extent that the excess represents a potential liability of the Person or any member of its Controlled Group to the PBGC or the Benefit Plan under Title IV of ERISA.

ARTICLE II

The Transaction

Section 2.01. Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, for the consideration payable by the Purchaser to the Seller in accordance with Article III, the Seller will sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser will purchase, accept and acquire from the Seller, all of the Seller's right, title and interest in, to and under all of the Purchased Assets, free and clear of any and all Liens other than Permitted Liens. Purchaser shall be entitled to assign all or a portion of its rights under this Agreement to one or more of Purchaser's Affiliates.

The term “Purchased Assets” means all of Sellers' right, title and interest in, to and under the Assets, properties, interests and rights owned, leased, licensed or used by Sellers in the Business, of every kind and wherever situated as of the Effective Time, including, without limitation, the following, but excluding only the Excluded Assets:

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(a) all Tangible Personal Property, including, but not limited to those items described in Schedule 2.01(a);

(b) all Inventory;

(c) all Current Accounts Receivable;

(d) all Material Seller Contracts, including those listed in Schedule 2.01(d), except for those Material Contracts expressly excluded by Purchaser under Section 2.02 of this Agreement, and all outstanding offers or solicitations made by or to Seller to enter into any Contract;

(e) all Governmental Authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to Buyer.

(f) All data and Records related to operations of Seller, including client and customer lists and Records, referral sources, research and development reports and Records, production reports and Records, service and warranty Records, equipment logs, operating guides and manuals, financial and accounting Records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and Records and, subject to Legal Requirements, copies of all personnel Records and other Records described in Section 2.02(c) and (d);

(g) all of the intangible rights and property of Seller, including without limitation, Intellectual Property Assets, going concern value, good-will, telephone, telecopy and e-mail addresses, websites and listings and those items listed in Schedule 2.01(g);

(h) all insurance benefits, including rights and proceeds, arising from or relating to the Assets, the Business, or the Assumed Liabilities prior to the Effective Time, unless expended in accordance with this Agreement;

(i) all claims of Seller against third parties relating to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or non-contingent, excluding those related to any of the Excluded Assets and all such claims listed in Schedule 2.01(i); and

(j) all rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof except for those listed on Schedule 2.01(j).

(k) all proceeds and products of any and all of the foregoing Purchased Assets.

(in their respective capacities as such) or requiring any of them to take or refrain from taking any action of any kind relative to the Seller, this Agreement, or any agreement, document, or instrument referred to herein, except prior judgments, which have been fully discharged.

Section 5.09 Assets, Purchased Assets; Transfer of Title to Purchased Assets. Each Seller has (or prior to Closing, will have obtained) good and marketable title to all of the Purchased Assets, free and clear of all Liens, except for Permitted Liens. Assuming the receipt of the Required Consents (as set forth in 5.04 above) prior to the Closing, each Seller has good right, full power and lawful authority to sell, bargain, convey, transfer, deliver and assign to Purchaser all right, title and interest in, to and under each of the Purchased Assets. Upon Closing good and marketable title to the Purchased Assets will pass to the Purchaser, free and clear of any and all Liens and Claims of whatever nature, except for Permitted Liens.

Section 5.10 [Intentionally Omitted].

Section 5.11. Equipment, Fixtures and Inventory.

(a) Schedules and Possession. Schedule 5.11(a) sets forth a correct and complete list and description of all Equipment and Fixtures in which the Sellers have an interest, and the Sellers have exclusive possession and control of all such Equipment and Fixtures.

(b) Inventory. All Inventory classified as such in the Interim Balance Sheet, and all additions to Inventory since the date of the Interim Balance Sheet, consist of items of a quantity and quality which are usable or saleable in the ordinary course of the business of the Sellers consistent with past practice and are carried on the Interim Balance Sheet and the other financial records of the Sellers at the lower of cost or market value. The charges, accruals and reserves on the Interim Balance Sheet in respect of Inventory are, and such charges, accruals and reserves on the Closing Balance Sheet were calculated consistent with past practice.

Section 5.12. Material Contracts; Liens.

(a) Material Contracts. To the Knowledge of the Sellers, as of the date of this Agreement Sellers are not in material breach of any Material Contract included in the Assigned Agreements.

(b) Liens. Schedule 5.12(b) sets forth a correct and complete list and description of all of the Liens affecting or attaching to the Assets.

Section 5.13. Intellectual Property.

(a) Ownership or Right to Use. Schedule 5.13 sets forth a correct and complete list and description of all Intellectual Property (whether or not owned by the Sellers) used by the Sellers which is material to the conduct of the Business, (the "Required Intellectual Property"), including, without limitation, a correct and complete list of all jurisdictions in which all trademarks, copyrights and patents (whether owned or licensed) are registered, issued or applied for and all registration, grant and application numbers. The Sellers own or have the legal and valid right to use, all Required Intellectual Property, free and clear of all Liens, except for

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payment of royalty or license fees if applicable or Permitted Liens. All Required Intellectual Property is valid, enforceable and in good standing. Neither the Sellers nor any other Person has entered into any Contract providing for any option, license, sublicense or other right to use, acquire or Transfer any Required Intellectual Property, other than those licenses or sublicenses that (A) have been granted to the Sellers as licensee or sublicensee, and (B) are included in Material Contracts.

(b) No Infringement. To the Knowledge of the Sellers, neither the ownership nor use of the Required Intellectual Property nor the operation of the Business has infringed, misappropriated or conflicted with and does not infringe, misappropriate or conflict with any Intellectual Property of any other Person, and any future conduct of the Business as presently contemplated would not infringe, misappropriate or conflict with any Intellectual Property of any other Person. To the Knowledge of the Sellers, no unauthorized Person is using or engaging in any unauthorized use of any of the Required Intellectual Property.

Section 5.14. Insurance. The Sellers, all of the Purchased Assets and the Business are covered by valid and currently effective insurance policies or binders of insurance, including, without limitation, general liability insurance, property insurance, workers' compensation insurance and business interruption insurance, issued in favor of the Sellers, in each case, with reputable insurance companies and in such types and amounts and covering such risks as are consistent with customary practices and standards of companies engaged in business and operations substantially similar to those of the Sellers. Sellers are not in material default with respect to their obligations under any insurance policy maintained by them, and all premiums thereunder will be timely paid in full for all periods up to and through the Effective Time. Schedule 5.14 sets forth a correct and complete list and description of all such policies of insurance, including (i) the name of the insurer and the names of the principal insured and each named insured, (ii) the period of coverage, (iii) the type and amount of coverage, (iv) a list of the material claims paid out under such policies and claims that are pending, and (v) a list of all claims for which the insurer has not made a determination as to coverage, has reserved rights under the policy, or has denied coverage. Schedule 5.14 further sets forth a correct and complete list of all material risks against which the Sellers are insured under a program of self insurance.

Section 5.15. Environmental Matters.

Except as set forth on Schedule 5.15, to the Knowledge of Sellers:

(a) No Environmental Liability.

(i) Sellers' operation of the Business has complied and is in compliance with all applicable Environmental Laws and contractual obligations (including lease provisions) concerning public health and safety, worker health and safety, Hazardous Materials and the Environment.

(ii) Sellers have obtained and are in compliance with all Environmental Permits necessary for the lawful operation of the Business, all such Environmental Permits are listed in Schedule 5.15 and no investigation or proceeding is pending or, to

Schedule 2.01 (g)

Intangible rights and property

Phone numbers: [REDACTED]

Fax number: [REDACTED]

Toll free number: [REDACTED]

Accounting fax: [REDACTED]

Website: Supersealwindows.com

Schedule 5.13

Seller's Intellectual Property

Trademarks:

Mark	Country	Reg No. (App No.)	Reg Date (Filing Date)	Status	Owner
SEE ATTACHED LOG AND NAME					

Patent Licenses:

Patent	Patent Number	Owner
NONE		

Software Licenses:

Software License	Description
Winsys	Software used by Superseal

Trademark Electronic Application System (TEAS) filing receipt

We have received your Combined Sections 8 and 9 Declaration/Application for registration number 2510436. A summary of your submission is listed below. If you determine that you made an error in the information you entered, DO NOT request any changes by e-mail, because the TEAS Support Team cannot make corrections. You may submit a new document and new fees, if time remains in the statutory period; however, the USPTO will not refund any fees paid as part of this current submission. For further information, please contact the Post Registration Division at (571) 272-9500, and ask to speak to an Affidavit Renewal Examiner. Or, see Chapter 1600 of the Trademark Manual of Examining Procedure, at <http://teas2.uspto.gov/tmdb/tmep/1600.htm>

REGISTRATION NUMBER: 2510436
REGISTRATION DATE: 11/20/2001

MARK: SUPERSBAL

The owner, Supersbal Manufacturing Company, Inc., a corporation of New Jersey, having an address of

125 Helen Street
South Plainfield, New Jersey 07080
United States

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 019, the mark is in use in commerce on or in connection with all goods or services listed in the existing registration for this specific class; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) Double S in series with the words Supersbal Mfg. Company. SPNO-20917821169-170725039__SSlogo.jpg

The registrant hereby appoints Glen Paesano, 125 helen street, south plainfield, New Jersey (NJ) United States (USX) 07080 as registrant's representative upon whom notice or process in the proceedings affecting the mark may be served.

The phone number is 908-693-6289.

The fax number is 908-222-3420.

The email address is gpwindow@aol.com.

A fee payment in the amount of \$500 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2010-11-30 16:56:17 ET

Serial Number: 76235302 Assignment Information Trademark Document Retrieval

Registration Number: 2507156

Mark



(words only): S

Standard Character claim: No

Current Status: Section 8 and 15 affidavits have been accepted and acknowledged.

Date of Status: 2007-11-26

Filing Date: 2001-04-04

Transformed into a National Application: No

Registration Date: 2001-11-13

Register: Principal

Law Office Assigned: LAW OFFICE 114

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 830 -Post Registration

Date In Location: 2007-11-26

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. Superseal Manufacturing Company, Inc.

Address:
Superseal Manufacturing Company, Inc.
123 Helen Street
south Plainfield, NJ 07080

571-272-9250

<http://tarr.uspto.gov/tarr?regact=registration&entry=2507156&action=Request+Status>

11/30/2010

Trademark Electronic Application System (TEAS) filing receipt

We have received your Combined Sections 8 and 9 Declaration/Application for registration number '2507156'. A summary of your submission is listed below. If you determine that you made an error in the information you entered, DO NOT request any changes by e-mail, because the TEAS Support Team cannot make corrections. You may submit a new document and new fees, if time remains in the statutory period; however, the USPTO will not refund any fees paid as part of this current submission. For further information, please contact the Post Registration Division at (571) 272-9500, and ask to speak to an Affidavit Renewal Examiner. Or, see Chapter 1600 of the Trademark Manual of Examining Procedure, at <http://tss2.uspto.gov/tmdb/tmep/1600.htm>

REGISTRATION NUMBER: 2507156

REGISTRATION DATE: 11/13/2001

MARK: (Stylized and/or with Design, S)

The owner, Superseal Manufacturing Company, Inc., a corporation of New Jersey, having an address of

125 Helen Street
south Plainfield, New Jersey 07080
United States

is filing a Combined Declaration of Use and/or Excusable Nonuse/Application for Renewal of Registration of a Mark under Sections 8 & 9.

For International Class 019, the mark is in use in commerce on or in connection with all goods or services listed in the existing registration for this specific class; or, the owner is making the listed excusable nonuse claim.

The owner is submitting one specimen showing the mark as used in commerce on or in connection with any item in this class, consisting of a(n) Double S in series with the words Superseal Mfg. Company. SPNO-20917821169-164823809__SSlogo.jpg

The registrant hereby appoints Glen Paesano, 125 Helen Street, South Plainfield, New Jersey (NJ) United States (USX) 07080 as registrant's representative upon whom notice or process in the proceedings affecting the mark may be served.

The phone number is 908-561-5910.

The fax number is 908-222-3420.

The email address is gpwindow@aol.com.

A fee payment in the amount of \$500 will be submitted with the form, representing payment for 1 class(es), plus any additional grace period fee, if necessary.