

06-15-1999

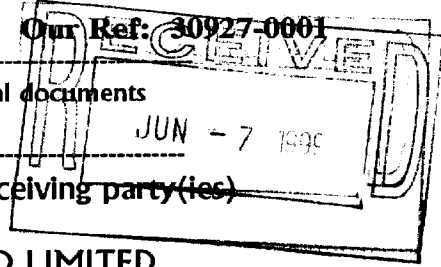
6-7-99

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HEET

101065637



To The Honorable Commissioner of Patents and Trademarks: Please return the attached original documents or copy thereof.

1. Name of conveying party(ies): STERNSON LIMITED

- [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation- CANADA [] Other

Additional name(s) of conveying party(ies) attached? Yes [] No [X]

3. Nature of conveyance:

- [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Execution Date: December 23, 1997

4. Application number(s) or registration number(s):

- A. Trademark Application No.(s) B. Trademark Registration No.(s) (see attached sheet)

Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mr. James R. Lake, Ridout & Maybee Internal Address: Suite 2400 Street Address: One Queen Street East Ontario, Canada, M5C 3B1 City: Toronto State: ZIP:

6. Total number of applications and registrations involved: [9]

7. Total Fee (37 CFR 3.41).....\$240.00 [XX] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

06/14/1999 DNBUYEN 00000264 1429705 (Attach duplicate copy of this page if paying by deposit account) DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 200.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James R. Lake Name of Person Signing Registration No. 31,081

Signature

June 2, 1999 Date

Total number of pages including cover sheet, attachments, and document: [13]

Trade-mark	Registration No.
STERNPAC	1,429,705
COLORLETE	1,601,724
FERROLETE	1,614,521
M-BED	1,615,732
TDM	1,623,168
TALYCHEM	1,646,542
STERNSON	1,668,135
STERNSON Logo	1,671,513
UNC-100	2,079,639

ASSIGNMENT OF TRADE MARKS

THIS ASSIGNMENT AGREEMENT entered this 23rd day of December, 1997.

B E T W E E N:

STERNSON LIMITED, a corporation incorporated under the laws of Canada,

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

CHEMBOND LIMITED, a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Assignee")

OF THE SECOND PART.

WHEREAS the Assignee is desirous of acquiring the right to use the trade marks heretofore owned by the Assignor and described in **Schedule "A"** attached hereto (the "Trade Marks").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00) and all other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby sells, assigns, and transfers to the Assignee the whole right, title, and interest of the Assignor in and to the Trade Marks and the registrations thereof, together with the goodwill of the business relating to the goods and/or services in respect of which the Trade Marks are registered to the Assignor, the same to be held

as fully by the Assignee as the same would have been held by the Assignor had this Assignment not been made.

2. The Assignor hereby represents and warrants that the Assignor is now rightfully possessed of and entitled to, and now has good right, title and authority to sell, assign and transfer unto the Assignee the Trade Marks and goodwill hereinbefore described and that the Assignor is registered as owner of the Trade Marks.

3. The Assignor covenants and agrees with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trade Marks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof.

4. The Assignee hereby appoints Ridout & Maybee whose full post office address is Suite 2400, One Queen Street East, Toronto, Ontario, M5C 3B1, as the firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignor.

5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the Assignor and the Assignee on the 23rd day of December, 1997.

STERNSON LIMITED

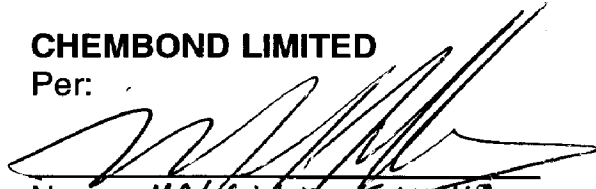
Per:



Richard Purdy - President

CHEMBOND LIMITED

Per:



Name: MALCOLM FOULKES

Office: CHAIRMAN AND
CHIEF EXECUTIVE
OFFICER

Schedule "A"

CANADIAN TRADE-MARK REGISTRATIONS AND APPLICATIONS OF STERNSON LIMITED

Registrations

Regn. No.	Date of Regn.	Trade-Mark	Renewal Due	MacRae Ref.
TMDA 40555	Sept. 11, 1926	STERNSON *	Sept. 1, 2002	TM 1442
UCA 2177	Jan. 10, 1934	STERNSON PRODUCTS & Design	Jan. 10, 2009	TM 176
UCA 19901	Feb. 2, 1945	STERAD	Feb. 2, 2005	TM 1581
100859	June 24, 1955	MAINTENEX	June 24, 2000	TM 24553
101218	Aug. 19, 1955	COLORUNDUM *	Aug. 19, 2000	TM 24554
101219	Aug. 19, 1955	DEHYDRATINE *	Aug. 19, 2000	TM 24555
102164	Dec. 16, 1955	VULCATEX *	Dec. 16, 2000	TM 24556
104855	Nov. 2, 1956	HYDRATITE *	Nov. 2, 2001	TM 24557
107569	Aug. 9, 1957	PORZITE Design *	Aug. 9, 2002	TM 4665
111717	Sept. 26, 1958	RODOJOINT	Sept. 26, 2003	TM 24558
111718	Sept. 26, 1958	RODOSEAL	Sept. 26, 2003	TM 24579
113225	Feb. 13, 1959	RODOFOAM	Feb. 13, 2004	TM 24559
113226	Feb. 13, 1959	RODOFIX	Feb. 13, 2004	TM 24560
135298	Apr. 10, 1964	RODOPLY	Apr. 10, 2009	TM 24562
135839	May 15, 1964	RODOFAST	May 15, 2009	TM 24563
136791	July 31, 1964	SURFACRITIE	July 31, 2009	TM 7318
152603	Aug. 18, 1967	RODOFILL	Aug. 18, 1997	TM 24564
157523	July 5, 1968	DURAG	July 5, 1998	TM 9218
165613	Oct. 10, 1969	RITECURB	Oct. 10, 1999	TM 9819

172080	Oct. 16, 1970	M-BED	*	Oct. 16, 2000	TM 10984
183945	June 23, 1972	ACOUSTICAULK		June 23, 2002	TM 24565
206288	Apr. 4, 1975	STERNBED		Apr. 4, 2005	TM 13914
206289	Apr. 4, 1975	STERNGROUT	*	Apr. 4, 2005	TM 13915
206290	Apr. 4, 1975	STERNCRETE	*	Apr. 4, 2005	TM 13916
221946	July 15, 1977	POLIPRIME		July 15, 2007	TM 14560
223433	Sept. 30, 1977	DUOPLEX		Sept. 30, 2007	TM 14632
235950	Sept. 14, 1979	DURAJOINT		Sept. 14, 2009	TM 24566
240421	Mar. 7, 1980	STERNSEAL		Mar. 7, 2010	TM 16650
240996	Mar. 14, 1980	U-GROUT		Mar. 14, 2010	TM 16660
242039	Mar. 28, 1980	COLORHARD	*	Mar. 28, 2010	TM 16631
242040	Mar. 28, 1980	COLORLETE		Mar. 28, 2010	TM 16632
242041	Mar. 28, 1980	FERROFLOR		Mar. 28, 2010	TM 16633
242042	Mar. 28, 1980	FERROGROUT		Mar. 28, 2010	TM 16634
242043	Mar. 28, 1980	FERROPLUG		Mar. 28, 2010	TM 16635
242044	Mar. 28, 1980	FERROTITE		Mar. 28, 2010	TM 16636
242045	Mar. 28, 1980	FERROTOP		Mar. 28, 2010	TM 16637
242046	Mar. 28, 1980	HYDRAFLEX		Mar. 28, 2010	TM 16642
242047	Mar. 28, 1980	LOADFLEX		Mar. 28, 2010	TM 16644
242048	Mar. 28, 1980	PLASTADE		Mar. 28, 2010	TM 16647
242049	Mar. 28, 1980	ST-432		Mar. 28, 2010	TM 16652
242050	Mar. 28, 1980	TALYFLOR		Mar. 28, 2010	TM 16655
242051	Mar. 28, 1980	TALYGROUT		Mar. 28, 2010	TM 16656
242052	Mar. 28, 1980	TALYPATCH		Mar. 28, 2010	TM 16657

242053	Mar. 28, 1980	TALYPON	Mar. 28, 2010	TM 16658
247542	June 27, 1980	TALYCHEM	June 27, 2010	TM 16654
247747	July 4, 1980	M-BED SUPERFLOW	July 4, 2010	TM 17399
256195	Feb. 27, 1981	STRESCOTE	Feb. 27, 2011	TM 16653
266354	Feb. 5, 1982	FURASET *	Feb. 5, 1997	TM 16641
266543	Feb. 12, 1982	IN-O-BOND *	Feb. 12, 1997	TM 16643
274634	Dec. 3, 1982	LIQUATHANE	Dec. 3, 1997	TM 18523
284327	Oct. 21, 1983	SILFLEX	Oct. 21, 1998	TM 18048
287326	Jan. 27, 1984	DIAMAG 7	Jan. 27, 1999	TM 19126
310680	Jan. 24, 1986	StemPAC in Spec. Strwg.	Jan. 24, 2000	TM 19890
313088	Apr. 11, 1986	TDM	Apr. 11, 2001	TM 20276
332815	Oct. 9, 1987	FERROPLETE	Oct. 9, 2002	TM 21197
356555	June 2, 1989	TURBOFLOC	June 2, 2004	TM 21980
356556	June 2, 1989	TURBOCLBAR	June 2, 2004	TM 21981
372844	Aug. 31, 1990	STERNSON/Retart Logo *	Aug. 31, 2005	TM 22679
399837	July 3, 1992	SHUT DOWN *	July 3, 2007	TM 23129
419600	Nov. 12, 1993	MRW	Nov. 12, 2008	TM 23959
421263	Dec. 17, 1993	STERNSON RC-1	Dec. 17, 2008	TM 24098
421443	Dec. 24, 1993	FASTFLOR	Dec. 24, 2008	TM 23809
426381	Apr. 15, 1994	ECONO COLOUR	Apr. 15, 2009	TM 24273
432590	Aug. 26, 1994	STERNSON RC-2	Aug. 26, 2009	TM 24407
432591	Aug. 26, 1994	STERNSON RC-2 SL	Aug. 26, 2009	TM 24408
432592	Aug. 26, 1994	STERNSON RC-270	Aug. 26, 2009	TM 24409
432593	Aug. 26, 1994	STERNSON RC-270 SL	Aug. 26, 2009	TM 24410

432594	Aug. 26, 1994	STERNSON RC-5000S	Aug. 26, 2009	TM 24411
436294	Nov. 25, 1994	PATCHEMATS	Nov. 25, 2009	TM 24298
438569	Jan. 27, 1995	TRAPROCK	Jan. 27, 2010	TM 24616
448345	Sept. 29, 1995	POWERFLOR	Sept. 29, 2010	TM 24680
448365	Sept. 29, 1995	UNC 100	Sept. 29, 2010	TM 24855
469341	Jan. 22, 1997	FLORTEC	Jan. 22, 2012	TM 25564

Applications

Serial No.	Filing Date	Trade-Mark	Status	MacRae Ref.
806106	Mar. 5, 1996	EPA-KLEAR	Allowed Nov. 22, 1996. Declaration of Use in Canada is due by March 5, 1999.	TM 25562

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS OF STERNSON LIMITED

SOUTH AFRICA

Regn. No.	Regn. Date	Trade Mark	Renewal Due	MacRae Ref.
176/47	Jan. 28, 1947	STERNSON	Jan. 28, 2005	TM 2105

UNITED KINGDOM

Regn. No.	Regn. Date	Trade Mark	Renewal Due	MacRae Ref.
690084	June 22, 1950	STERNSON	June 22, 1999	TM 2751
704927	Feb. 14, 1952	STERNSON	Feb. 14, 2001	TM 3151
706586	Apr. 22, 1952	STERNSON	Apr. 22, 2001	TM 3152
1397674	Sept. 11, 1989	STERNSON/M-BED Logo	Sept. 11, 2006	TM 22702
1398399	Sept. 4, 1991	STERNSON/Retort Logo	Sept. 4, 2006	TM 22700
1398400	Sept. 4, 1991	STERNSON/Retort Logo	Sept. 4, 2006	TM 22700
1398401	Sept. 4, 1991	STERNSON/Retort Logo	Sept. 4, 2006	TM 22700

Regn. No.	Regn. Date	Trademark	Renewal Due	MacRef. Ref.
1429705	Feb. 24, 1987	StemPAC in Spec. Swng.	Feb. 24, 2007	TM 20962
1601724	June 19, 1990	COLORFLETE	June 19, 2000	TM 22765
1614521	Sept. 25, 1990	FERROFLETE	Sept. 25, 2000	TM 22764
1615732	Oct. 2, 1990	M-BED	Oct. 2, 2000	TM 22763
1623168	Nov. 20, 1990	TDM	Nov. 20, 2000	TM 22762
1646342	June 4, 1991	TALYCHEM	June 4, 2001	TM 22766
1668135	Dec. 17, 1991	STERNSON	*Affidavit of Use due Dec. 17, 1997. Renewal Due Dec. 17, 2001	TM 22797
1671513	Jan. 14, 1992	STERNSON/Resort Logo	*Affidavit of Use due Jan. 14, 1998. Renewal due Jan. 14, 2002.	TM 22798

Application

Serial No.	Filing Date	Trade-Mark	Status	MacRef. Ref.
74/591773	Oct. 28, 1994	UNC 100	Allowed, Declaration of Use filed January 30, 1997. Awaiting Registration Certificate	TM 24929

APPL'N/DEM. NO 297 139 REGISTRATION/ENREGISTREMENT NO TMA151,863

FILING DATE/DATE DE DEPOT:

19 MAY/MAI 1966

REGISTRATION DATE/DATE D'ENREGISTREMENT:

07 JUL/JUIL 1967

RENEWAL DATE/DATE DE RENOUVELLEMENT:

07 JUL/JUIL 1982

REGISTRANT/PROPRIETAIRE ORIGINAL:

CANADIAN EVERGUARD COATINGS LIMITED
204 Teryork Drive
Wexton
Ontario

REP FOR SERVICE/REP POUR SIGNIFICATION:

MCCARTHY & MCCARTHY,
TORONTO DOMINION BANK TOWER,
P.O. BOX 48,
TORONTO-DOMINION CENTRE,
TORONTO, ONTARIO,
M5K 1H6.

TRADE MARK/MARQUE DE COMMERCE:
ACOUSTIK

WARES/MARCHANDISES:

Pigmented, more or less fluid, plastic surfacing compound for applying a coating to protect, decorate and enhance the acoustical qualities of interior structural surfaces.

SERVICES:

Application by travelling, spraying, brushing or rolling of plastic coatings or compounds to decorate, protect and enhance the acoustical qualities of interior structural surfaces; technical advice concerning the coating of structural surfaces.

Used in CANADA since at least as early as SEP/SEPT 1965

TRADEMARK

REEL: 001911 FRAME: 0997

UNITED STATES

PATENT & TRADEMARKS CHECKLIST

DATE: June 2, 1999

Patent Office							
File No.	Serial No.	Cheq or Deposit Acct.	Method of Mailing	\$\$\$\$ Amount	Due Date	Description (include approp. Box No. at end)	LIC/sec
30941-0002	09/256,188	to be paid by assoc	fax and courier to Dinesh Agarwal	-	12 June (1 month extension from 12 May)	Letter enclosing Declaration and Power of Attorney, Small entity declarations (business concern and inventor)	ICM:nec
33947-0059	Pat. No. 5,477,125	Cheque No. 2184	Cert. of Mailing	\$940.00	June 19/99	Renewal Fee	
33632-0307	-	Deposit Account	Facsimile / Originals by mail to Shlesinger	\$760.00	June 2/99	New U.S. Patent Application (Hand delivered by Shlesinger) Box Patent Appln.	RAP:kb
Trademarks Office							
File No.	Serial No.	Cheq or Deposit Acct.	Method of Mailing	\$\$\$\$ Amount	Due Date	Description (enter Box No. if approp. at end)	LIC/sec
30927-0001	Reg, 1,429,705 & 8 others	Cheque #2185	Regular Mail	\$240.00	-	Assignment (Box Assignments)	JRL:lw
TOTAL AMOUNT				??			