

02-17-2000



101248027
REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

481 40
482 25
484 120

MID
2-16-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
Execution Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

Address

Address
City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail document to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

02/17/2000 TTON11 00000230 060920 1904859

01 FC:481 40.00 CH
02 FC:482 25.00 CH
03 FC:484 120.00 CH

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address

Correspondent Name and Address

Area Code and Telephone Number

(212) 859-8000

Name

Pauline L. Wen, Esq. and Ira S. Sacks, Esq.

Address (line 1)

Fried, Frank, Harris, Shriver & Jacobson

Address (line 2)

One New York Plaza

Address (line 3)

New York, New York 10004, U.S.A.

Address (line 4)

Attorneys for Conveying and Receiving Parties

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Numbers(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number

1,904,859

415,176

Number of Properties

Enter the total number of properties involved:

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

06-0920

Authorization to charge additional fees:

Yes No **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. Charges to deposit account are authorized, as indicated herein.*

Pauline L. Wen, Esq.



January 4, 2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF TRADEMARKS

WHEREAS, Sovereign Specialty Chemicals, L.P., a Delaware limited partnership (hereinafter called "Assignor"), owns and, with its subsidiaries and affiliates, has adopted and used the trademarks and service marks (collectively referred to herein as "Trademarks") identified in Exhibit A, which Trademarks where indicated have been registered in the countries listed in such Exhibit A.

WHEREAS, Assignor has entered into a stock purchase agreement (the "Agreement") with SSCI Investors LLC pursuant to which SSCI Investors LLC will purchase approximately 75% of the outstanding capital stock of Sovereign Specialty Chemicals, Inc., a Delaware corporation ("Assignee");

WHEREAS, Assignee is desirous of acquiring such Trademarks and the goodwill of the business in connection with which such Trademarks are used and symbolized by such Trademarks and in connection with the consummation of the Agreement, Assignor has agreed to transfer such Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns all right, title, and interest in and to the Trademarks and applications for trademarks and service marks therefor, together with all translations, adoptions, derivations, and combinations thereof, together with the goodwill symbolized thereby associated therewith in connection with the business in which such Trademarks are used (collectively, the "Assigned Intellectual Property").

2. Assignor further agrees to execute upon the request of Assignee such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and to perfect the rights of Assignee under this Trademark Assignment in the Assigned Intellectual Property above, including all documents necessary to register in the name of Assignee the assignment of each Trademark in any applicable jurisdiction.

3. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has registered trademarks or have pending one or more trademark applications relating to the Assigned Intellectual Property such to issue and to record the title of Assignee as owner of all right, title, and interest in and to the Trademarks and the Assigned Intellectual Property.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer or agent on this 29th day of December, 1999.

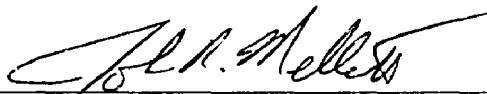
ASSIGNOR:

SOVEREIGN SPECIALTY CHEMICALS, L.P.

By: Sovereign Chemicals Corporation

Its General Partner

By:



Name: JOHN R. MELLETT


Title: VICE PRESIDENT

ACKNOWLEDGMENT

Sovereign Specialty Chemicals, Inc., hereby acknowledges receipt of assignment -- for good and valuable consideration -- of the Assigned Intellectual Property.

ASSIGNEE:

SOVEREIGN SPECIALTY CHEMICALS, INC.

By: 
Name: Brian R Hoerrery
Title: Vice President

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 29th day of December, 1999, before me personally appeared the above-identified officer or agent of Assignor, who acknowledged execution of this Assignment of Trademarks as a free act on behalf of Assignor.

MARSHA N. DURHAM
Notary Public, State of New York
No. 01DU0010031
Qualified in Queens County
My Comm. Expire 03/31/2004

Marsha N. Durham

311891

Exhibit A

<u>Country</u>	<u>Trademark Registration No.</u>	<u>Trademark</u>
U.S.	415,176	PLASTILOCK
U.S.	1,904,859	AQUALOCK