

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
02011996

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Preferred Products, Inc.

02011996

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

#### Receiving Party

Mark if additional names of receiving parties attached

Name Rudd Company, Inc.

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1141 NW 50th Street

Address (line 2) \_\_\_\_\_

Address (line 3) Seattle Washington/USA 98107  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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. (Designation must be a separate document from Assignment.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

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

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OMB 0851-0027

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U.S. Department of Commerce  
Patent and Trademark Office  
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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

|                      |                      |                      |                                      |                      |                      |
|----------------------|----------------------|----------------------|--------------------------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="1944744"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>                 | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/>                 | <input type="text"/> | <input type="text"/> |

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Jeffrey C. Katz, Esq.

Name of Person Signing

Signature

12-3-01

Date Signed

17610.93281

7. **Assignment of Trademark.** PPI hereby assigns to Rudd all worldwide trademarks and service marks, whether or not registered in any jurisdiction, including but not limited to the trademark "Curator" registered with the United States Patent and Trademark Office under Registration No. 1,944,744 issued December 26, 1995, and all of the goodwill of the business symbolized by the marks, including the right to sue for and receive damages and profits for past infringements, and shall execute formal assignments to be recorded with the United States Patent and Trademark Office or such similar offices in all other jurisdictions for any registered trademarks or service marks in the form attached hereto as Attachment B and incorporated herein by this reference. Rudd shall pay any fees necessary to record any assignments which are necessary or appropriate under this paragraph.

8. **Warranties.** PPI warrants and represents that as of February 1, 1996, there are no claims, lawsuits, or demands against PPI pending, threatened or known relating to Floor Finishes except those identified in Attachment C which is incorporated herein by this reference. PPI further warrants and represents that it is the legal owner of all the property and rights identified in paragraph 2, and that there are no claims threatened or pending by which any third party claims any interest in said property or rights or claims that PPI has infringed on the third party's rights. PPI further warrants and represents that a complete listing of all trademarks or service marks owned or used by PPI, whether or not registered in any jurisdiction, and their registration numbers and places of registration, if registered, is contained in Attachment D which is attached hereto and incorporated herein by this reference. PPI further warrants and represents that a complete, true and accurate list of its creditors, including all wages, and local, state and federal taxes due, but unpaid, as of the date of this Agreement is contained in Attachment E which is attached hereto and incorporated herein by this reference. PPI further warrants and represents that it has no enforceable commitments to any dealers, distributors, wholesalers, retailers or appliers of Floor Finishes.

a. PPI acknowledges that Rudd is not responsible for payment of any claims, lawsuits or demands against PPI, whether or not identified on Attachment C (unless covered by the indemnity set forth in paragraph 12.b), or payment of any claims of creditors of PPI, whether or not identified on Attachment E, and that PPI is and shall be solely responsible for any such payments.

9. **Transfer of Names.** PPI agrees to promptly file with the Washington Secretary of State an amendment to its Articles of Incorporation, to change its name to something other than Preferred Products, Inc., and do any other act necessary to effectuate this paragraph, and hereby transfers the right to Rudd to use the name "Preferred Products" or "PPI" in connection with its business. Rudd shall prepare at its expense the documents, and pay the fees necessary to file the amendment to change PPI's name. PPI shall promptly give Rudd written confirmation that it has changed the name of its corporation and relinquished any right to the names "Preferred Products" or "PPI." Compliance with this provision shall be a predicate for continued payments under the provisions of paragraph 3 hereof.

10. **Noncompete.** For the ten-year period during which Rudd is obligated to pay PPI pursuant to this Agreement, PPI shall not manufacture, market or sell Floor Finishes or compete