

FORM PTO-1618A
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09-17-2002



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TRADEMARKS ONLY

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

SHEET

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 # _____

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Conveyance Type

Assignment

License

Security Agreement ☒ Nunc Pro Tunc Assignment

Merger

Effective Date

Month Day Year
April 3 1996

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name BDS Two, Inc.

Formerly _____

Execution Date

Month Day Year
Sept. 5 2002

Individual

General Partnership

Limited Partnership

☒ Corporation

Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name Borden, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 180 East Broad Street

Address (line 2) _____

Address (line 3) Columbus

City

OH

State/Country

43215

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 New Jersey

09/17/2002 TBIAZI

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01 FC:481
02 FC:482

40.00 CH
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Mail documents to be recorded with required cover sheet(s) information to:

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TRADEMARK
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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 AddressArea Code and Telephone Number 614/223-9317Name James B. FarmerAddress (line 1) Benesch, Friedlander, Coplan & Aronoff, LLPAddress (line 2) 88 East Broad Street, 9th FloorAddress (line 3) Columbus, Ohio 43215

Address (line 4) _____

Pages

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

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

Mark if additional numbers attached

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

See Attached Schedule A

_____**Number of Properties**Enter the total number of properties involved. # 7**Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$190.00**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:

#05-0850

Authorization to charge additional fees:

Yes ☒

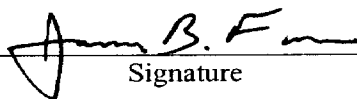
No

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.

James B. Farmer

Name of Person Signing



Signature

9/16/02

Date Signed

SCHEDULE A

TRADEMARKS OWNED BY BDS TWO, INC.
(UNITED STATES)

| | <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|----|-------------------------------|--------------------------------|---------------------------------|
| 1. | ELMER'S (stylized) | 1,199,203 | June 29, 1982 |
| 2. | ELMER'S (stylized) | 1,212,445 | October 12, 1982 |
| 3. | ELMER'S (stylized) | 1,229,794 | March 8, 1983 |
| 4. | ELMER'S | 1,170,132 | September 22, 1981 |
| 5. | ELMER'S & Bull Head Design | 766,213 | March 10, 1964 |
| 6. | ELMER'S (stylized) | 1,209,705 | September 21, 1982 |
| 7. | ELMER'S & Bull Head Design | 753,851 | July 30, 1963 |

TRADEMARK ASSIGNMENT
NUNC PRO TUNC

WHEREAS, BDS TWO, INC., a Delaware Limited Partnership, the full post office address of whose principal office or place of business is 2711 Centreville Road, Wilmington, Delaware 19808 (the "Assignor"), is the owner of all right, title and interest in and to the trademarks which have been applied for or registered in the United States Trademark Office under the numbers and on the dates indicated in the schedule attached hereto and incorporated herein by reference (the "Trademarks"); and

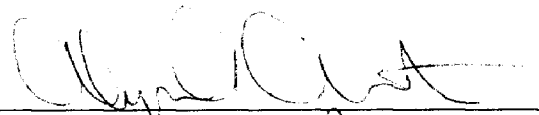
WHEREAS, BORDEN, INC., a New Jersey Corporation, the full post office address of whose principal office or place of business is 180 East Broad Street, Columbus, Ohio 43215 (the "Assignee"), is desirous of acquiring from Assignor the whole right, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, convey and transfer unto the said Assignee, nunc pro tunc as of April 3, 1996, all of its right, title and interest in and to the Trademarks and the associated goodwill of its business symbolized thereby and all applications and registrations of same, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past, present, and future, including infringement of the Trademarks, or other violations or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns or other legal representatives.

Assignor undertakes that upon the request of Assignee or its designees, it and/or its successor in business, shall make all rightful oaths, testify on behalf of Assignor or its designees in matters involving the subject Trademarks and do all other lawful acts necessary to carry out the intent of this assignment as well as to provide such other material, information and assistance to Assignee or its designees, as will be considered necessary in connection therewith.

IN WITNESS WHEREOF, the undersigned has caused this assignment to be executed effective as of April 3, 1996.

BDS TWO, INC. (Assignor)

By 
Name: Arthur A. Burton
Title: Vice President