

3/13/09

03-16-2009

RE



103552342

To the Director of the U. S. Patent and T

ments or the new address(es) below.

1. Name of conveying party(ies):

All-Purpose Adhesive Company

- Individual(s)
- General Partnership
- Corporation- State: Georgia
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) January 29, 2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MAPEI Corporation
 Internal
 Address: 1144 East Newport Center Drive
 Street Address: 1144 East Newport Center Drive
 City: Deerfield Beach
 State: Florida
 Country: USA Zip: 33442

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Illinois
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

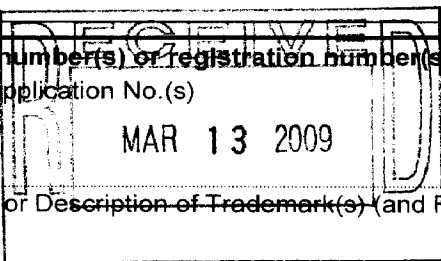
B. Trademark Registration No.(s)

2922952

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ECOPROTEK



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

Name: Michael R. Flam, Esq., Director of Legal Affairs

Internal Address: 1144 East Newport Center Drive

Street Address: MAPEI Corporation

1144 East Newport Center Drive

City: Deerfield Beach

State: Florida Zip: 33442

Phone Number: (954) 246-8523

Fax Number: (954) 246-8522

Email Address: mflam@mapei.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature: Michael R. Flam, Director of Legal Affairs

Signature

March 5, 2009

Date

Michael R. Flam, Director of Legal Affairs

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”), dated as of January 29, 2009 (the “**Effective Date**”), is made by and between All-Purpose Adhesive Company (hereinafter “**Assignor**”) and MAPEI Corporation (hereinafter “**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated January 20, 2009 (the “**Agreement**”), pursuant to which Assignee is acquiring substantially all of the assets from Assignor;

WHEREAS, Assignor is the owner of all right, title and interest in the trademarks, trade names, business names, service marks, patents, trade dress, domain names, assumed names, and designs and logos, in each case which is used or held for use in the operation of the Business (as defined in the Agreement), and applications or registrations for any of the foregoing intellectual property rights, including, without limitation, the intellectual property listed in Schedule A hereto and incorporated in this Assignment by this reference (collectively, the “**Trademarks**”);

WHEREAS, pursuant to the Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee at the closing of the transactions contemplated by the Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

3. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee’s request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimens and other documentation as may be reasonably required) in connection with: (a) preparation and prosecution of any application for registration or renewal of a registration covering any of the Trademarks; (b) prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks and this Assignment; (c) obtaining any additional trademark protection for the Trademarks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for all foreign countries; and (d) implementation, perfection and/or recording of this Assignment. Assignee shall bear all responsibility and expense for preparing all additional instruments of assignment or transfer, recording any such instruments of assignment or transfer, and any fee or tax levied thereon, and Assignee shall bear all prosecution and maintenance costs incurred with respect to the Trademarks, after the date of this Assignment.

4. This Assignment is entered into pursuant to the Agreement and is subject to the terms of the Agreement. In the event of any conflict between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern to the extent of such conflict.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

Assignor

ALL-PURPOSE ADHESIVE COMPANY

By: John C. Cooper
Name: John Cooper
Title: President

Assignee

MAPEI CORPORATION

By: Rainer M. Blair
Name: Rainer M. Blair
Title: President and CEO

MRF

Schedule A

All-Purpose Adhesive Company Trademark Assignment

ECOPROTEK® (Registration No. 2922952)

APAC

Building Bonds for Life (words and logo)

Vapor Master

Turbo

EZMATCH

CeramiGrip

Cove Base

ECOlogical

VinylGrip

EZ

VG 521

VG 551

ENCapSeal

V-Block

VM

UNIVERSAL