

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------|---------------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| John P. Ciofalo | | 09/26/2009 | INDIVIDUAL: UNITED STATES |
| Frank P. Ciofalo | | 09/06/2009 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | National Express, Inc. | | |
| Street Address: | 2 Morgan Avenue | | |
| City: | Norwalk | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06851 | | |
| Entity Type: | CORPORATION: CONNECTICUT | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3105699 | CAULK PRO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (860)286-0115 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (860)286-2929 | | |
| Email: | TM-CT@cantorcolburn.com | | |
| Correspondent Name: | George A. Pelletier, Jr. | | |
| Address Line 1: | Cantor Colburn LLP | | |
| Address Line 2: | 20 Church Street, 22nd Floor | | |
| Address Line 4: | Hartford, CONNECTICUT 06103-3207 | | |
| ATTORNEY DOCKET NUMBER: | NEI0032AUS | | |
| NAME OF SUBMITTER: | George A. Pelletier, Jr. | | |
| Signature: | /gapjr/ | | |

CH \$40.00 3105699

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**TRADEMARK
 REEL: 004070 FRAME: 0681**

Date:

09/30/2009

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, entered into by and between John P Ciofalo and Frank P. Ciofalo, and National Express, Inc., effective as of last date of signature set forth herein (hereinafter the "Effective Date"), whereby the parties hereby agree as follows:

WHEREAS, John P Ciofalo and Frank P. Ciafalo, both individuals and United States citizens domiciled at 125 Valley Road, Haworth, New Jersey 07641 and in Stony Point, New York respectively, (hereinafter jointly and individually "Assignors,") have, either directly or through predecessors in interest, adopted and used in their business(es) the trademark CAULK PRO for "a caulk tube tip applicator," (hereinafter "the Mark") and is the owner of a United States trademark registration thereof, registered with the United States Patent and Trademark Office at Registration No. 3105699, having issued June 20, 2006; and

WHEREAS, National Express, Inc., a corporation organized under the laws of the State of Connecticut, with a principal place of business at 2 Morgan Avenue, Norwalk, Connecticut 06851 (hereinafter "Assignee,") is desirous of acquiring the Mark and any registrations thereof and applications therefor.

NOW, THEREFORE, for the good and valuable consideration of

[REDACTED], the sufficiency of which is hereby acknowledged, said Assignors do hereby sell and assign unto said Assignee as of the Effective Date of this agreement, all right, title and interest in and to the said Mark and any registrations thereof or applications therefor, in the United States or in any other country, territory or jurisdiction, together with the goodwill symbolized by the Mark and with the right to recover and have damages and profits for past infringement, if any.

- 1) Within thirty (30) calendar days of the Effective Date, Assignee shall pay the sum of [REDACTED] in good funds, to Pro Angle, LLC at 125 Valley Road, Haworth, NJ 07641, in full satisfaction of the obligations herein, and in consideration of the mutual covenants expressed herein.

- 2) Assignors shall make no further use of the Mark as of the Effective Date of this Assignment Agreement in the United States or anywhere in the world, nor shall Assignors challenge, interfere, solicit, encourage or assist others to challenge or otherwise interfere with Assignee's title, interest, right or use of the Mark. Assignors will not themselves, or enable or allow another to, take any action or refrain from any action or otherwise support any claim that may detrimentally affect the registrability, validity of, consumer goodwill, or commercial value associated with the Mark.

- 3) Assignors warrant and represent that they have unencumbered rights in and to the Mark, that they properly registered the Mark, that they have the authority to transfer the Mark, and that they are the registrants listed in the records of the various national Trademark Offices (or equivalent) where the Mark is registered.
- 4) Assignors warrant and represent that they have not used and will not make or use any fraud, misrepresentation, or otherwise any false statement in the process of registration and maintenance of the registration of the Mark, or on or in connection with the transaction underlying this Assignment Agreement.
- 5) Assignors warrant and represent that no fees are owed to the United States Patent and Trademark Office, or any other national Trademark Office (or equivalent) or any other government agency or other entity or party with regard to the registration of the Mark; and Assignors warrant that all registration fees to any such Office(s) are current and shall remain so until closing. Furthermore, Assignors shall deliver under this Assignment Agreement free, clear and marketable title to the Mark, along with the goodwill associated therewith and any registrations thereof or applications therefor.
- 6) Assignors warrant and represent that they have not licensed or otherwise allowed or enabled the use of the Mark to any other person or entity, or granted any right

with respect to the Mark to any other person or entity, that may, in any manner, restrict, impede or adversely effect Assignee's exclusive rights to the Mark.

- 7) Assignors warrant and represent that they have the authority, and agree to execute and deliver this Assignment Agreement, and any other document necessary to perfect the transaction contemplated herein.
- 8) Assigners agree to cooperate with Assignee and to provide any additional documentation that may be required to record the instant assignment of the Mark, along with the applications thereof or registrations therefor, including but not limited to Confirmatory Assignment documents.
- 9) To Assignors' best information, ownership, use and registration of the Mark in Assignors' field of use, do not infringe upon the proprietary rights of any third party within the United States or elsewhere.
- 10) Subject to and conditioned upon the Parties' respective compliance with each of their obligations as set forth in this Agreement, the Parties' hereby mutually release each other, their affiliates, successors, and assigns, and each of their respective officers, directors, agents, shareholders, and employees, jointly and severally from all legal, statutory, and equitable claims that they may have against each other and/or their affiliates, successors, and assigns, and each of their

respective officers, directors, agents, shareholders, and employees jointly or severally, from the beginning of time to the date of this Agreement, including but not limited to all claims or causes of action related to the Mark. This Mutual Release includes all claims for attorneys fees, damages, equitable relief, and/or costs incurred or sought in connection with the Mark and/or the resolution of this dispute and/or which are otherwise based upon any conduct or actions occurring prior to the date of this Agreement, whether known or unknown. This Release shall not apply to any claims or causes of action based upon conduct occurring after the date of this Agreement. This release also does not apply to any action for the enforcement of and/or breach of the terms of this Agreement.

- 11) No amendment, waiver or modification of any provision of this Assignment Agreement shall be effective unless in writing and signed by the party against whom such amendment, waiver or modification is sought to be enforced.

- 12) Should any provision of this Assignment Agreement be held to be void, invalid or inoperative, then such provision and the other related provisions of this Assignment Agreement shall be deemed automatically adjusted to conform to the requirements for validity declared at such time and to, as closely as legally permissible, reflect the original intent of the parties. If such provision is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Assignment Agreement, as applicable, as though it had never been included

herein. In either case, except as set forth above, the remaining provisions of this Assignment Agreement shall not be affected.

- 13) Each Party shall be responsible for, and shall pay, their respective taxes, duties, charges, fees, deductions or withholdings in accordance with applicable law (collectively, "Taxes").
- 14) This Assignment Agreement will be governed by the substantive laws of the State of Connecticut, without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction. The parties to this Assignment Agreement shall be subject to jurisdiction and venue in the State and Federal Courts of the State of Connecticut.
- 15) This Assignment Agreement has been reviewed by each party hereto or thereto and each party acknowledges it has had access to counsel in connection with this Assignment Agreement. Accordingly, this Assignment Agreement shall be deemed to be the product of both parties hereto, and no ambiguity shall be construed in favor of, or against, any party.
- 16) This Assignment Agreement constitutes and contains the full, final and entire agreement of the parties and supersedes any and all prior agreements,

negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

[Remainder of page intentionally left blank; signature page follows]

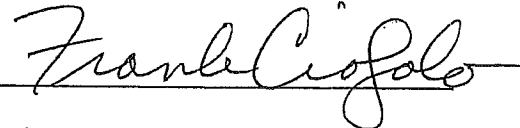
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment Agreement on the dates set forth below:

ASSIGNORS



John P. Ciofalo

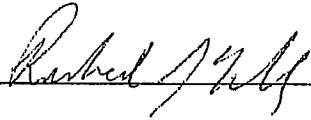
Date: 9/26/09



Frank P. Ciofalo

Date: 9/26/09

ASSIGNEE



Richard J. Kelly, Vice President

National Express, Inc.

Date: 9/21/09