

08-13-1998

FORM PTO-1594

1-31-92



100791377

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

## 1. Name of conveying party(ies):

Decorative Surfaces International, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name:  
☐ Other

Execution Date: April 28, 1998

## 2. Name and address of receiving party(ies):

Name: LaSalle National Bank

Internal Address:

Street Address: 135 South LaSalle Street

City: Chicago State: Illinois Zip: 60603

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is

## A. Patent Application No.(s)

## B. Patent No.(s)

4,241,125      4,234,641      4,259,386  
 4,965,408      5,304,411

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jason W. Joseph

Internal Address: Schiff Hardin &amp; Waite

Street Address: 7300 Sears Tower

233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

## 6. Total number of applications and registrations involved:

5

## 7. Total fee (37 CFR 3.41): \$200.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

## 9. 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.

Jason W. Joseph

Name of Person Signing

08/13/1998 DNGUYEN 00000022 4241125

01 FC:581

200.00 DP

Signature

August 10, 1998

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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PATENT

REEL: 9367 FRAME: 0809

MRO 8-10-98

**COLLATERAL PATENT,  
TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT**

**THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT** ("Assignment") made as of April 28, 1998, by Decorative Surfaces International, Inc., a Delaware corporation (the "Assignor"), with a mailing address at 1280 North Grant Avenue, Columbus, Ohio 43201, to LaSalle National Bank, as agent (the "Assignee") for the lending institutions (the "Lenders") under the Credit Agreement (as defined herein).

**W I T N E S S E T H:**

**WHEREAS**, Assignor has entered into that certain Credit Agreement dated as of April 28, 1998 (as amended, modified or supplemented from time to time, the "Credit Agreement") with Assignee and the Lenders; and

**WHEREAS**, it is a condition to the effectiveness of the Credit Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment;

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all of the Obligations, the Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses

(a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License prohibits such collateral assignment or grant of a security interest; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. **Restrictions on Future Agreements.** Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect

the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto.

4. **Certain Covenants, Representations and Warranties of Assignor.** Assignor covenants, represents and warrants to the best of Assignor's knowledge that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents; (iv) no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses listed on Schedule C, and (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Loan Documents; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall use reasonable efforts to give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above upon the occurrence of an Event of Default shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location if any is specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Credit Agreement.

7. **Grant of License to the Assignor.** Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks to reproduce, adopt, distribute, perform and display all works covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use, offer for sale, sell products conforming to the inventions, or made by a process, disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7 without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to the Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Subject to the terms of the Credit Agreement, Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

9. **Termination of the Assignor's Security Interest.** This Assignment is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revest in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant

hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. **Duties of the Assignor**. Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to, within its reasonable business judgment, preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing shall be borne by Assignor. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. **Assignee's Right to Sue**. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. **Waivers**. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability**. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. **Modification**. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Further Assurances**. Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of

filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. **Cumulative Remedies; Power of Attorney; Effect on Loan Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee deems in good faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Illinois.

WITNESS the due execution hereof as of the date first above written.

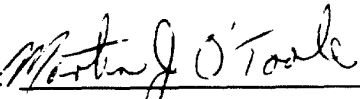
DECORATIVESURFACESINTERNATIONAL, INC.

By: 

Title: President and Chief Executive Officer

(SEAL)

Attest:

By: 

Title: VP GEN

STATE OF Ohio )  
 ) S.S.  
COUNTY OF Franklin )

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Steve Walko and Martin O'Toole, personally known to me to be the Pres/CEO and VP/SM, respectively, of Decorative Surfaces International, Inc., a Delaware corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment, appeared before me this day and acknowledged that they signed and delivered said assignment as such officers of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 26<sup>th</sup> day of <sup>May</sup>~~April~~, 1998.

(NOTARIAL SEAL)



MICHAEL J. FOLEY  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MAY 8, 2001

Michael J. Foley  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACCEPTANCE**

The undersigned, LaSalle National Bank, as Agent, as aforesaid, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment as of the 28th day of April, 1998 in Chicago, Illinois.

**LASALLE NATIONAL BANK, as Agent**

By: Michael G. Burt  
Title: Exec. V.P.

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

See attached.

PATENT

REEL: 9367 FRAME: 0819

U.S. Patents

<u>NUMBER</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
4,241,125	"Foam Plastics Sheet Material"	12/23/80	7/10/99
4,234,641	"Foam Plastics Sheet Material"	11/18/80	7/10/99
4,259,386	"Flexible Wallcoverings"	3/31/81	4/29/99
4,965,408	"Composite Sheet Material for Electromagnetic Radiation Shielding"	10/23/90	2/1/2009
5,304,411	"Chemical Embossed Polyvinyl Chloride Film"	10/19/97	5/13/2012

Canadian Patents

<u>NUMBER</u>	<u>TITLE</u>	<u>ISSUE DATE</u>	<u>EXPIRATION DATE</u>
1,128,267	"Foam Plastics Sheet Material"	7/27/82	7/27/99
1,147,116	"Foam Plastics Sheet Material"	5/31/83	5/31/2000
1,144,430	"Flexible Wallcoverings"	4/12/83	4/12/2000
1,202,834	"Decorative Wallcoverings in Roll Form"	4/8/86	4/8/2003
1,253,751	"Wallcoverings"	5/9/89	7/24/2004
1,257,509	"Wallcoverings (Foamed and Prepasted II)"	7/18/89	10/6/2004

**SCHEDULE B**

**TRADEMARKS, SERVICE MARKS AND COPYRIGHTS**

See attached.

**PATENT**

**REEL: 9367 FRAME: 0821**

# Decorative Products Trademarks March 27, 1998

Country:	United States	App. #	Ass. D/L	Reg. #	Reg. D/L	Class	TM Status	Goods & Services
Mark BANDQUE	BOH TWO, INC.	7403874	1/20/95	2,064,175	3/6/97	16	REGISTERED	SAMPLE BOOK OF WALLCOVERINGS
BREATHBLES	BOH TWO, INC.	494,865	2/23/94	1,953,663	1/28/96	27	REGISTERED	WALLCOVERINGS MADE PRIMARILY OF VINYL
BREATHBLES DESIGN	BOH TWO, INC.	7491404	4/18/94	1,948,863	4/16/96	27	REGISTERED	WALLCOVERINGS MADE PRIMARILY OF VINYL
CABLEHEAD	BOH TWO, INC.	188,330	6/26/91	1,749,666	1/26/93	27	REGISTERED	VINYL WALLCOVERINGS AND WALLPAPER (U.S. CLASS 42)
CHATEAU	BOH TWO, INC.	75629925	12/8/95	2,013,790	11/5/96	16	REGISTERED	SAMPLE BOOKS FOR WALLCOVERINGS
COL-D-VIN	BOH TWO, INC.	463,411	12/1/93	415,854	8/21/95	24	RENEWED	TEXTILE PRICE GOODS OF COTTON, RAYON, SILK, WOOL, LINEN, WHICH HAS BEEN PROCESSED TO MAKE IT WATER REPELLENT (U.S. CLASS 41)
CORPORATE SYMBOL (ORCHARD)	BOH TWO, INC.	253,206	8/28/86	839,474	11/28/87	28	RENEWED	PRINTED PLASTIC FILMS FOR WALL PAPER AND THE LIKE (U.S. CLASS 29); PRINTED SATINATING PAPERS FOR IMPREGNATION AND LAMINATION; PAPERS IMPREGNATED WITH CORROSION RESISTING AGENTS, AND STENCIL BOARD. (U.S. CLASS 37)
CWC (STYLIZED LETTERS)	BOH TWO, INC.	797,610	4/6/89	1,627,746	12/1/90	42	REGISTERED	TELEPHONE CUSTOMER SERVICE, NAMELY, PROVIDING ADVICE ON THE SELECTION AND APPLICATION OF WALLCOVERINGS TO ARCHITECTURAL COURTESY AND ENTERING ORDERS FOR SUPPLY OF GOODS DIRECTLY TO THE JOB SITE. (U.S. CLASSES 100 AND 101)
CRAB	BOH TWO, INC.	129,917	10/16/81	735,229	7/31/83	27	RENEWED	SYNTHETIC RUBBER-COATED FABRICS USED AS WALL COVERING MATERIAL. (U.S. CLASS 29)
CRAB PLUS	BOH TWO, INC.	531,596	5/31/94	1,883,667	3/14/95	27	REGISTERED	VINYL WALLCOVERINGS
CRAB PLUS AND DESIGN	BOH TWO, INC.	74031,350	5/31/94	1,899,638	6/13/95	27	REGISTERED	VINYL WALLCOVERINGS
PASSPORT	BOH TWO, INC.	393,912	5/24/93	1,889,970	4/18/95	27	REGISTERED	VINYL WALL COVERINGS
REFINATIONS	BOH TWO, INC.	74039515	12/4/92	1,848,853	8/9/94	16, 27	REGISTERED	SAMPLE BOOKS OF VINYL WALLCOVERINGS AND WALLPAPERS; VINYL WALLCOVERINGS AND WALLPAPERS

# Decorative Products Trademarks

March 27, 1998

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SATINESQUE	BOH TWO, INC.	33,163	9/957	672,884	1/28/99	24	RENEWED	VINYL-COATED WOVEN AND KIM WOVEN FABRIC FOR USE AS UPHOLSTERY FABRICS, TABLE AND WALL COVERING, AND THE LIKE. (US CLASS 42)
SATINESQUE & DESIGN	BOH TWO, INC.	284,913	1/18/98	271,639	6/17/98	18, 27	RENEWED	PYROXYLIN COATED FABRICS USED AS A SUBSTITUTE FOR LEATHER AND AS WALLCOVERING. (US CLASS 39)
STATUS TALK	BOH TWO, INC.	74,289,844	6/ 594	1,933,339	3/ 696	27	REGISTERED	FABRIC BACKED VINYL WALLCOVERINGS
SURFACES CONCEPTS	BOH TWO, INC.	232,884	3/ 692	1,777,284	6/15/99	27	REGISTERED	RESIST PRINTED VINYL
THERMOFOL	BOH TWO, INC.	74,578,688	9/26/94	1,919,728	9/19/95	17	REGISTERED	LAMINATED PVC FILM FOR USE IN THE FURNITURE AND FLOOR TILE INDUSTRY
WALL TEXTURES	BOH TWO, INC.	75,067,923	3/ 696	2,054,475	4/23/97	16	REGISTERED	COLLECTION OF FABRIC BACKED VINYL WALLCOVERINGS
WALL-OTEA	BOH TWO, INC.	139,061	2/17/78	1,123,823	10/9/79	27	REGISTERED	VINYL WALLCOVERING USED AS AN UNDERLAYMENT ON EXISTING ROUGH WALLS PRIOR TO APPLICATION OF A DECORATIVE WALLCOVERING. (US CLASS 42)
WALL-TEX	BOH TWO, INC.	231,776	12/ 263	813,736	9/27/86	27	RENEWED	WALL COVERINGS WITH FABRIC BACKING TO WHICH A PROTECTIVE AND DECORATIVE VINYL, ACRYLIC, OR, OR OTHER POLYMERIC COATING HAS BEEN APPLIED (US CLASS 39)
WALL-TEX SAMPLER	BOH TWO, INC.	498,477	9/18/84	1,371,476	11/19/93	27	REGISTERED	WALLCOVERINGS MADE OF VINYL. (US CLASS 39)

# DECORATIVE TRADEMARKS IN THE NAME OF BORDEN, INC. April 24, 1998

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Country: Mark GUARD	Argentina Reg. Owner BORDEN, INC	App. # 1918 804	App. Dt.	Reg. # 109004	Reg. Dt. 11/8/1994	Classes 27	TM Status RENEWED	Goods & Services SYNTHETIC RESIN COATED FABRICS USED AS WALL COVERING MATERIAL
SATINESQUE	BORDEN, INC	831722		1429260	9/4/1970	27	RENEWED	WALLPAPER AND SIMILAR PRODUCTS FOR COVERING WALLS, IN INTL. CL. 27
Country: Mark SATINESQUE	Australia Reg. Owner BORDEN, INC	App. # 233343	App. Dt.	Reg. # 8233342	Reg. Dt. 11/2/1970	Classes 24	TM Status RENEWED	Goods & Services VINYL COATED UPHOLSTERY FABRICS BEING TEXTILE PIECE GOODS HAVING A SURFACE RESEMBLING SATIN
SATINESQUE	BORDEN, INC	233343		8233343	11/2/1970	27	RENEWED	WALL HANGINGS OF VINYL-COATED FABRICS HAVING A SURFACE RESEMBLING SATIN
WALL-TEX	BORDEN, INC	283463		4283631	11/28/1974	27	RENEWED	PLASTIC AND/OR PLASTIC COATED WALL COVERINGS
Country: Mark GUARD	Austria Reg. Owner BORDEN, INC	App. # AUG43377	App. Dt.	Reg. # 87432	Reg. Dt. 1/20/1978	Classes 24, 27	TM Status RENEWED	Goods & Services TISSUES (PIECE GOODS), BED & TABLE COVERS, TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES CLASS 24 CARPETS, RUGS, MATS & MATTING, UPHOLSTERY & OTHER MATERIALS FOR COVERING FLOORS, WALL HANGINGS (NON-TEXTILE) CLASS 27
Country: Mark SATINESQUE	Belgium Reg. Owner BORDEN, INC	App. # 348059	App. Dt.	Reg. # 108744	Reg. Dt. 12/31/1971	Classes 24	TM Status RENEWED	Goods & Services STUFFING & PADDING FABRICS
WALL-TEX	BORDEN, INC	348059		108797	12/31/1971	24, 27	RENEWED	VINYL FABRIC WALL COVERINGS
Country: Mark COL-O-VIN	Bophuthatswana Reg. Owner BORDEN, INC	App. # NONE	App. Dt.	Reg. # 694300	Reg. Dt. 9/9/1979	Classes 24	TM Status RENEWED	Goods & Services
GUARD	BORDEN, INC	NONE		694301	9/9/1979	24	RENEWED	
SATINESQUE	BORDEN, INC			694304	9/9/1979	24	RENEWED	
WALL-O-VIN	BORDEN, INC	NONE		694305	9/9/1979	27	RENEWED	
Country: Mark GUARD	Brazil Reg. Owner BORDEN, INC	App. # 805975	App. Dt.	Reg. #	Reg. Dt.	Classes 27	TM Status PENDING	Goods & Services
SATINESQUE	BORDEN, INC	00847004.75		12320632948	5/25/1976	24	RENEWED	BED LINEN, TABLE LINEN AND BATH LINEN
WALL-TEX	BORDEN, INC	00847114.75		750084715	12/15/1981	27	REGISTERED	CURTAINS & RUGS IN GENERAL MATERIALS FOR COATING OF INTERIOR
Country: Mark GUARD	Canada Reg. Owner BORDEN, INC	App. # 374291	App. Dt. 4/8/1974	Reg. # 205673	Reg. Dt. 3/7/1975	Classes 0	TM Status REGISTERED	Goods & Services SYNTHETIC RESIN COATED FABRICS USED AS WALL COVERING MATERIAL
RECIPES	BORDEN, INC					27	PENDING	WALLPAPER AND WALL COVERINGS
SATINESQUE	BORDEN, INC	409093	4/20/1977	229312	7/28/1978	0	REGISTERED	VINYL COATED WOVEN AND NON WOVEN FABRIC FOR USE AS UPHOLSTERY FABRICS, TABLE AND WALL COVERING AND TIE LIKE

# DECORATIVE TRADEMARKS IN THE NAME OF BORDEN, INC.

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WALL-TEX	BORDEN, INC.	333729	6/9/1970	170085	9/3/1971	0	REGISTERED	LINOLEUM AND OIL CLOTH
Country: Chile	Reg. Owner: BORDEN, INC.	App. # 73743	App. Dt.	Reg. # 374296	Reg. Dt. 9/5/1991	Classes 27	TM Status REGISTERED	Goods & Services: CARPETS, RUGS, MAT, LINOLEUM, AND OTHER PRODUCTS USED FOR COVERING THE FLOOR, TAPESTRY (NOT MADE OF CLOTHING), AND ALL OTHER ARTICLES COMPRISED IN CLASS 27
Country: Ecuador	Reg. Owner: BORDEN, INC.	App. # 2633-94	App. Dt.	Reg. # 8197174	Reg. Dt. 2/6/1974	Classes 0	TM Status REGISTERED	Goods & Services:
WALL-TEX	BORDEN, INC.	2634-94		820/1974	2/6/1974	0	REGISTERED	
Country: Finland	Reg. Owner: BORDEN, INC.	App. # 119076	App. Dt. 3/11/1976	Reg. # 76819	Reg. Dt. 9/21/1981	Classes 27	TM Status REGISTERED	Goods & Services: VINYL COATED WALL COVERINGS
WALL-TEX	BORDEN, INC.	119176		73305	5/20/1980	19, 24, 27	REGISTERED	BUILDING MATERIALS NATURAL & ARTIFICIAL STONE CEMENT LIME MORTAR PLASTER & GRAVEL PIPES OF EARTHENWARE OR CEMENT ROAD MAKING MATERIALS ASPHALT TISSUES (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED CARPETS RUGS MATS & MATTING LINOLEUMS & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS
WALL-O-VIN	BORDEN, INC.	119276		73518	6/5/1980	19, 24, 27	REGISTERED	BUILDING MATERIALS NATURAL & ARTIFICIAL STONE CEMENT LIME MORTAR PLASTER & GRAVEL PIPES OF EARTHENWARE OR CEMENT ROAD MAKING MATERIALS ASPHALT TISSUES (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED CARPETS RUGS MATS & MATTING LINOLEUMS & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS
Country: France	Reg. Owner: BORDEN, INC.	App. # 212604	App. Dt.	Reg. # 1344 989	Reg. Dt. 3/3/1986	Classes 24, 27	TM Status RENEWED	Goods & Services: TISSUES (PIECE GOODS) BED & TABLE COVERS TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES CARPETS RUGS MATS & MATTING LINOLEUM & OTHER MATERIALS FOR COVERING FLOORS WALL HANGINGS (NON-TEXTILE)
SATINESQUE	BORDEN, INC.			1421344	8/12/1987	24	RENEWED	UPHOLSTERY FAIRINGS & TRIMMINGS
WALL-TEX	BORDEN, INC.			1310 892	5/20/1985	24, 27	RENEWED	
Country: Germany	Reg. Owner: BORDEN, INC.	App. # 83378924WZ	App. Dt.	Reg. # 958114	Reg. Dt. 3/10/1976	Classes 24, 27	TM Status RENEWED	Goods & Services: TISSUES (PIECE GOODS) BED & TABLE LINEN CURTAINS & WALL PAPERS (INCLUDING SUCH MADE OF FABRICS) WALL HANGINGS MADE OF TEXTILE FABRICS & AS PLASTIC FOILS WALL & FLOOR COVERINGS MADE OF PLASTICS IN THE FORM OF SHEETS & PLATES TAPESTRIES CARPET FABRICS CARPET STRIP FABRICS & FLEECES CARPETS STRAW MATS LINOLEUM
SATINESQUE	BORDEN, INC.			847541	8/28/1977	24	RENEWED	KNITTED NETTED & TEXTILE FABRICS ESPECIALLY UPHOLSTERY FABRICS FELT

# DECORATIVE TRADEMARKS IN THE NAME OF BORDEN, INC.

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Country: Mark: CYL-O-VIN	South Africa Reg. Owner: BORDEN, INC.	App. # 694300	App. Dt.	Reg. # 694300	Reg. Dt. 9/9/1969	Classes 24	TM Status RENEWED	Goods & Services PLASTIC SHEETING & PLASTIC COATED FABRICS
GUARD	BORDEN, INC.	B694301		B694301	9/9/1969	24	RENEWED	PLASTIC COATED FABRICS
SATINESQUE	BORDEN, INC.	B694304		B694304	9/9/1969	24	RENEWED	VINYL-COATED FABRICS
WALL-O-VIN	BORDEN, INC.	694305		694305	9/9/1969	27	RENEWED	VINYL WALL COVERING
WALL-TEX	BORDEN, INC.	657344		657344	8/20/1965	24	REGISTERED	VINYL FABRIC WALL COVERINGS
Country: Mark: GUARD	Sweden Reg. Owner: BORDEN, INC.	App. # 155476	App. Dt.	Reg. # 165141	Reg. Dt. 10/20/1976	Classes 27	TM Status RENEWED	Goods & Services WALL COVERINGS
SATINESQUE	BORDEN, INC.	130676		156283	7/23/1976	19, 24, 27	RENEWED	BUILDING MATERIALS, NATURAL & ARTIFICIAL STONE, CEMENT, LIME, MORTAR, PLASTER & GRAVEL, PIPES OF EARTHENWARE OR CEMENT ROAD MAKING MATERIALS, ASPHALT PITCH & BITUMEN, PORTABLE BUILDINGS, STONE MONUMENTS, CHIMNEY POTS, TISSUES (PIECE GOODS BED & TABLE COVER), TEXTILE ARTICLES NOT INCLUDED IN OTHER CLASSES, CARPETS, RUGS, MATS & MATTING, LINOLEUMS & OTHER MATERIALS
Country: Mark: GUARD	Switzerland Reg. Owner: BORDEN, INC.	App. # 1120	App. Dt.	Reg. # P 283 724	Reg. Dt. 3/12/1976	Classes 24, 27	TM Status REGISTERED	Goods & Services WALL COVERINGS FOR DECORATIVE PURPOSES
SATINESQUE	BORDEN, INC.			284771	3/12/1976	19, 24, 27	REGISTERED	TEXTILE FABRICS WALL HANGINGS & WALL COVERINGS WHICH HAVE A SATIN-LIKE FINISH
WALL-TEX	BORDEN, INC.	000000000000		285192	10/13/1976	19, 24, 27	REGISTERED	
Country: Mark: GUARD	Taiwan Reg. Owner: BORDEN, INC.	App. # (77)98004	App. Dt.	Reg. # 418097	Reg. Dt. 10/16/1988	Classes 28	TM Status REGISTERED	Goods & Services VINYL WALLCOVERINGS
SATINESQUE	BORDEN, INC.	(77)98003		418096	10/16/1988	48	REGISTERED	VINYL WALLCOVERINGS
Country: Mark: CYL-O-VIN	Turkey Reg. Owner: BORDEN, INC.	App. # NONE	App. Dt.	Reg. # TR694300	Reg. Dt. 9/9/1979	Classes 24	TM Status RENEWED	Goods & Services
GUARD	BORDEN, INC.	NONE		TR694301	9/9/1979	24	RENEWED	
SATINESQUE	BORDEN, INC.	NONE		TR694304	9/9/1979	24	RENEWED	
WALL-O-VIN	BORDEN, INC.	NONE		TR694305	9/9/1979	27	RENEWED	
Country: Mark: DECO-TEX	United Kingdom Reg. Owner: BORDEN, INC.	App. # 000000000000	App. Dt.	Reg. # 1278151	Reg. Dt. 9/10/1986	Classes 27	TM Status REGISTERED	Goods & Services WALLCOVERINGS
SATINESQUE	BORDEN, INC.			B926100	6/4/1988	24	RENEWED	VINYL-COATED UPHOLSTERY FABRICS BEING TEXTILE PHOTOCODS HAVING A SURFACE RESEMBLING SATIN
WALL-TEX	BORDEN, INC.	1056462		B1056462	12/16/1975	27	RENEWED	TEXTILE GOODS BEING WALL COVERINGS

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WALL-TEX	1371097	5/6/1994	B1571097	2/16/1996	24	REGISTERED	TEXTILE PIECE GOODS BEING WALLCOVERINGS
Country: MEX WALL-TEX	BORDEN, INC Venezuela Reg. Owner BORDEN, INC	App. Dt. 7/16/77	Reg. # 13505-F	Reg. Dt. 9/19/1988	Classes 12	TM Status REGISTERED	Goods & Services MASONRY MATERIALS ARTICLES FOR ORNAMMENTING & DECORATING BUILDINGS ASPHALT

U.S. COPYRIGHTS OWNED BY BORDEN, INC.

<u>TITLE</u>	<u>REGISTRATION NUMBER</u>
Apple Blossom	VA10,147
Austrian Rose	VA10,160
Balmoral	VA36,531
Batik	VA10,161
Bean Stalk	VA10,153
Branches	VA10,148
Brittany	VA36,528
Buds	VA10,154
Buena Vista	VA32,264
Cascade	VA32,260
Ceylon	VA32,268
Chateau	VA32,271
Chintz	VA10,152
Coral Reef	VA10,158
Daisy Fern	VA10,149
Elephant Walk	VA32,263
English Garden	VA10,144
Feather Diamond	VA10,155
Geometric Circle	VA10,157
Herb Garden	VA10,150
Herringbone Stripe	VA10,143
Herringbone Swirl	VA10,146
High Sierra	VA32,265
Intermezzo	VA32,267
Italian Paper	VA10,162
Jade Palace	VA32,259
Key Largo	VA32,257
Lily of the Valley	VA10,145
Mandarin Coins	VA32,261
Moonstone	VA32,262
Oriental Floral	VA10,151
Pleasures and Palaces	VA32,272
Provencal	VA32,256
Python	VA10,164
Rain	VA10,158
Sand Stripe Design	GP118,294
Shangtung	VA36,529
Siara	VA32,255
Song at Twilight	VA32,266
Street of Dreams	VA32,258
The Magic Flute	VA32,254

**TITLE****REGISTRATION NUMBER**

Tiny Tulips	VA10.166
Tulips	VA10.163
Water Music	VA96.076
Whipole Street	VA32.269
Winter Fair	VA36.530
Woven Stripe	VA10.165
WovenTexture	VA10.159

**SCHEDULE C**

**LICENSES**

None.