

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROMAN DECORATING PRODUCTS LLC	11/21/2013
RECEIVING PARTY DATA	
Name:	BLUE & GRAY ENTERPRISES, LLC
Street Address:	207 WOODSTOCK AVENUE
City:	CLARENDON HILLS
State/Country:	ILLINOIS
Postal Code:	60514
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5698052
Patent Number:	5531919
Patent Number:	7476430
Application Number:	11343172
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	28472/40120
NAME OF SUBMITTER:	JILL ANDERFUREN
Signature:	/ja/

OP \$160.00 5698052

PATENT

Date:

12/02/2013

Total Attachments: 3

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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS (this "Assignment") is made and entered into as of this November 21, 2013, by ROMAN DECORATING PRODUCTS LLC, a limited liability company incorporated under the laws of the State of Illinois, having a principal place of business at 824 State Street Calumet City ILLINOIS 60409 USA (hereafter the "Assignor"), for the benefit and in favor of BLUE & GRAY ENTERPRISES, LLC, a limited liability company incorporated under the laws of the State of Delaware, having a principal place of business at 207 Woodstock Avenue, Clarendon Hills, ILLINOIS 60514 USA (hereafter the "Assignee").

WHEREAS, Assignor is the owner by Assignment of the Patents and Patent Applications identified on the attached Schedule A which is made a part hereof (hereafter the "Patents and Patent Applications").

WHEREAS, Assignee desires to acquire all of the rights to the Patents and Patent Applications and all inventions described and claimed therein.

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated November 4, 2013, by and among Assignor and Assignee (the "Purchase Agreement"), Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of its rights, title and interest in and to the Patents and Patent Applications.

THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, Assignor hereby sells and assigns to the Assignee the entire right, title and interest in and to the Patents and Patent Applications, and all inventions described and claimed therein, in any and all applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, in any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries, and in any and all reissues, extensions, renewals, reexaminations, divisions and continuations for such applications or Letters Patent to the full end of the term or terms for which such Letters Patent issue, such entire right, title and interest to be held and enjoyed by the above-named Assignee the same as they would have been held and enjoyed by the Assignor had this Assignment and sale not been made.

By its undersigned representative, the Assignor agrees

- a. to execute all papers necessary in connection with the Patents and Patent Applications and any continuing, divisional, reissue, reexamination or corresponding application thereof and also to execute separate Assignment in connection with such application as the Assignee may deem necessary or expedient;
- b. to execute all papers necessary in connection with any interference which may be declared concerning the Patents and Patent Applications or any continuation, division, reissue or reexamination thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference; and
- c. to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee on any of the Patents and Patent Applications and on any continuation, division, reissue or reexamination of any of the Patents and Patent Applications.

The Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith.

This Assignment is made and accepted upon and subject to the provisions under the Purchase Agreement. Nothing contained this Assignment shall be deemed to supersede, or modify any of the obligations, agreements, covenants or warranties of Seller or Purchaser (each as defined in the Purchase Agreement) contained in the Purchase Agreement. If any conflict exists between the terms this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

Assignor certifies that it is the owner of the entire right, title and interest in the Patents and Patent Applications by virtue of Assignments of the Patents and Patent Applications from the inventors, and recorded in the records of the U.S. Patent and Trademark Office. The undersigned is empowered to sign this certificate on behalf of the Assignor. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

IN WITNESS WHEREOF, executed by the Assignor's undersigned representative on the date shown below.

WITNESS my hand this

21 day of NOVEMBER, 2013.

State of
County of

ILLINOIS
COOK

Gerald M. Russo Pres + CEO
Name/Title:

On this 21 day of NOVEMBER, 2013, before me, a Notary Public in and for the County and State aforesaid, appeared Gerald M. Russo, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.



Robert J. Trinco
Notary Public

Schedule A**ROMAN DECORATING PRODUCTS LLC Patents and Patent Application**

<u>Country</u>	<u>Inventor</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Pat. No.</u>	<u>Grant Date</u>
United States	Russo et al.	Wallpaper adhesive	08/499208	07/07/1995	5698052	12/16/1997
United States	Russo et al.	Wallpaper stripper	08/410836	03/27/1995	5531919	07/02/1996
United States	Houck et al.	Flexible paint for Walls and ceilings	11/039247	01/18/2005	7476430	01/13/2009
Australia	Houck et al.	Water-based faux Finish and methods	2007210285	1/10/2007	2007210285	1/10/2011
United States	Houck, M	Water-based faux Finish and methods	11/343172	1/30/2006		