

07-14-1999

Form PTO-1594 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATIO TRADE



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101089675

To the Honorable Commissioner of Patents and Trademarks. I hereby record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7.12.99
 Vinyl Plastics, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Wisconsin
 Other _____

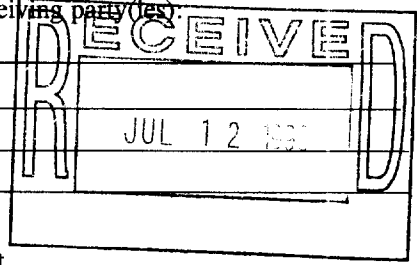
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: VPL, LLC
 Internal Address: _____

 Street Address:
3132 South 9th Street
 City: Sheboygan State: Wisconsin Zip: 53082

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Wisconsin Limited Liability Company

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



3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 28, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
670,542 1,276,162

Additional numbers attached? Yes No

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

Name: Cheryl M. Smukowski
 Internal Address: _____

 Street Address: Quarles & Brady LLP
411 East Wisconsin Avenue
 City: Milwaukee State: Wisconsin Zip: 53202

6. Total number of applications and registrations involved: 2

7. Total Fee (37 CFR 3.41) \$65.00 **E**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number
17-0055
 (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.

Cheryl M. Smukowski Cheryl Smukowski July 6, 1999
 Name of person signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

670542
170055
0000346
40.00 CB
25.00

TRADEMARK

ASSIGNMENT

This Assignment is made effective as of June 1, 1999, by Vinyl Plastics, Inc., a Wisconsin corporation ("Assignor") having its principal place of business at 3123 South 9th Street, Sheboygan, Wisconsin 53082, for the benefit of VPI, LLC, a Wisconsin limited liability company ("Assignee") having its principal place of business at 3123 South 9th Street, Sheboygan, Wisconsin 53082.

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the U.S. Trademark Registrations listed on the attached Schedule of Trademarks, registered in the U.S. Patent and Trademark Office on the dates listed on the attached Schedule of Trademarks, which registrations are now valid and subsisting (the "Registrations"), and the U.S. Trademark Applications listed on the attached Schedule of Trademarks, which Applications are now pending in the U.S. Patent and Trademark Office and filed on the dates listed on the attached Schedule of Trademarks (the "Applications"), and the corresponding trademarks listed on the attached Schedule of Trademarks (the "Trademarks"); and

WHEREAS, Assignee desires to acquire from Assignor the Trademarks, the Registrations, and the Applications, and the goodwill of the business in connection with which the Trademarks, the Registrations, and the Applications are used;

WHEREAS, Assignee is acquiring all other assets and liabilities of Assignor and is the successor to the business of Assignor;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademarks, the Registrations, and the Applications, and the goodwill of the business symbolized by the Trademarks, the Registrations, and the Applications and in connection with which the Trademarks are used, and all claims and demands, if any, including all claims and demands for past infringement, that Assignor may have in connection with the Trademarks or the Registrations or the Applications arising before and as of the date of this Assignment.

Assignor agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights assigned hereunder. Assignor agrees to assist Assignee at Assignee's expense with all proceedings involving the Trademarks, the Registrations, and the Applications assigned hereunder, including but not limited to infringement suits, cancellation proceedings, and priority contests.

Assignor and Assignee acknowledge that Assignor has contemporaneously herewith assigned all of its other assets and liabilities to Assignee and that Assignee is the successor to the business of Assignor.

The terms and provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall

be binding on Assignor and its legal representatives and any corporation controlling Assignor.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

Vinyl Plastics, Inc.

By: *R. Bruce Grover*
R. Bruce Grover
President

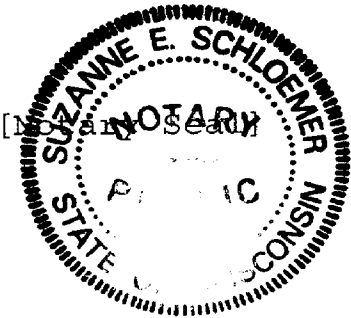
STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

R. Bruce Grover, known to me to be the President of Vinyl Plastics, Inc., personally appeared before me this 28th day of May, 1999, and executed or acknowledged to me that he executed the foregoing Assignment on behalf of Vinyl Plastics, Inc. and pursuant to authority duly received.

Suzanne E. Schloemer

Notary Public

State of Wisconsin, Sheboygan County
My Commission is permanent/expires: 9/26/99



Schedule of Trademarks
for Assignment by
Vinyl Plastics, Inc.
to VPI, LLC

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VINYLAST	670,542	December 2, 1958
VPI & Design	1,276,162	May 1, 1984

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Ser. No.</u>	<u>Application Date</u>
CONDUCTILE LE	75/407,051	December 17, 1997
CONDUCTILE XLE	75/407,050	December 17, 1997