

08-31-1999

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

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and

101131349

original documents or copy thereof.

1. Name of conveying party(ies):

Vinyl Plastics, Inc.

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

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

3. Nature of conveyance:

MED
4-23-99

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

Execution Date: May 28, 1999

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

Name: VPI, 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
75/407,050 75/407,051

B. Trademark Registration No.(s)

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

Enclosed

Authorized to be charged to deposit account **65E**

8. Deposit account number

17-0055

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

08/30/1999 DNGUYEN 00000216 170055 75407050

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 25.00 CH

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.

Jennifer A. Lazewski

Name of person signing

Signature

8/20/99

Date

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

5

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

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.

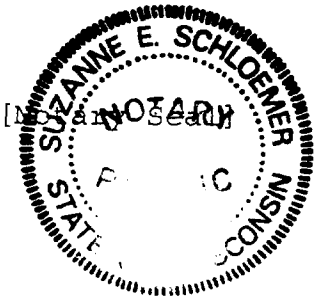
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its authorized officer as of the date first stated above.

Vinyl Plastics, Inc.

By: R. Bruce Grover
R. Bruce Grover
President

STATE OF WISCONSIN }
SHEBOYGAN COUNTY } ss

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 |