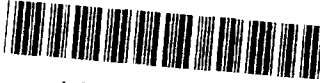


10-20-2004



102863471

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. 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):  
Pliant Solutions Corporation

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

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: September 30, 2004

2. Name and address of receiving party(ies)  
Name: Kittrich Corporation  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 14555 Alondra Blvd.  
City: La Mirada State: CA Zip: 90638

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State California  
 Other \_\_\_\_\_

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

OFFICE OF PUBLIC RELATIONS  
2004 OCT 15 PM 12:06  
FINANCE SECTION

10/15/04

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) \_\_\_\_\_  
\_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
\_\_\_\_\_

Additional number(s) attached  Yes  No

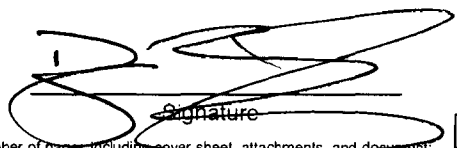
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brian R. McGinley  
Internal Address: Sonnenschein Nath & Rosenthal LLP  
Street Address: PO Box #061080  
Wacker Drive Station, Sears Tower  
City: Chicago State: IL Zip: 60606-1080

6. Total number of applications and registrations involved: 57

7. Total fee (37 CFR 3.41).....\$ 1,440.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Brian R. McGinley            October 12, 2004  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 10

10/19/2004 6TON11 00000084 74507568  
01 FC:8521 40.00 OP  
02 FC:8522 1400.00 OP

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

TRADEMARK  
REEL: 003061 FRAME: 0572

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

Continuation of item 4

Trademark	Reg No	App No
BORDER-PRINT	--	74/507568
CEDAR EASE	--	76/599754
COBRA	1516393	--
CON-TACT	630599	--
CON-TACT	642136	--
CON-TACT	998439	--
CON-TACT (Stylized)	615845	--
CON-TACT (Stylized)	627275	--
CON-TACT (Stylized)	658898	--
CON-TACT TOP	692296	--
CON-TACT BRAND METAL FX	--	76/586491
CON-TACT CRYSTAL CLING	--	78/192656
CON-TACT GRIP LINER	2401497	--
COREL	--	74/461462
CRAF-TACT	--	78/269596
DECO GUARD	--	74/520718
DECO GUARD	--	75/437424
DECORA	--	73/481620
DECORA	1438747	--
DECORA	1594164	--
DECORA	2065354	--
DECORA ART	2168574	--
DECORA BOOK ART	--	75/209362
DECORA GLASS ART	2157664	--
DECORA OFFICE ART	--	75/211402
DECORA TILE ART	2159670	--
DECORA WALL ART	2149797	--
DECORA WALL ART FOR KIDS	--	75/211401
DECOREASE	--	74/549787
DECOTAC	2153000	--
EASY PRINTS	1871899	--
EASY STENCIL	--	74/463782
EASY TRANSFER	--	74/357863
EASYTAC	--	74/430439
EASYTAC	1932035	--
EASYTEX	--	74/453851
EASYTEX	--	74/453852
FROSTY	2377388	--
IDEAS BY THE ROOMFUL	2332543	--
NEW PAINT	--	74/291961
NOMESS PAINT	--	74/291977
NU PAINT	--	74/291960
PATTERNPAINT	--	74/291976
READI-WRITE	--	78/193595
STENCIL-PRINT	--	74/507569
THE EXTREME BOOKCOVER	--	75/393717
THE INSTANT DECORATOR	--	75/246771
THE ULTIMATE BOOKCOVER	--	75/393810
THE ULTIMATE DOODLECOVER	--	75/393787
THIN-FLEX	--	74/324919
TILEART	--	75/184875
USAFIX	--	74/281094

RECORDATION FORM COVER SHEET

Trademarks Only

Continuation of item 4

<b>Trademark</b>	<b>Reg No</b>	<b>App No</b>
WALLPAPER FOR WINDOWS	2376441	--
WE ARE HOME	2525677	--
WEARLON	1813855	--
WEARLON	1869137	--
WHERE TECHNOLOGY DECORATES	2178269	--

**IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

THIS IP TRANSITION SERVICES AND CONSULTING AGREEMENT (this "Agreement") dated this 7<sup>th</sup> day of September, 2004, is entered into by and among PLIANT SOLUTIONS CORPORATION, a Utah corporation (hereinafter "Seller") and KITTRICH CORPORATION, a California corporation (hereinafter "Buyer"), pursuant to that certain Agreement for Purchase and Sale of Assets (the "Sale Agreement"), executed on July 12, 2004.

**RECITALS**

WHEREAS, pursuant to the Sale Agreement and as an inducement to Buyer to consummate its purchase of the Assets, Seller has agreed to be retained at the closing of the transactions contemplated by the Sale Agreement (the "Closing") to provide transition and consulting services related to (i) the Business (defined in the Sale Agreement) and (ii) the intellectual property set forth on Exhibit A attached hereto (the "Service IP") to the extent set forth below; and

WHEREAS, Buyer desires to retain the services and valuable expertise of Seller and Seller desires to be retained by Buyer.

Accordingly, the parties agree as follows:

1. **Transition and Consulting Period.** Buyer hereby agrees to retain Seller to serve, and Seller hereby agrees to serve, in an advisory and consulting capacity with respect to the Business and the Service IP on the terms and conditions hereinafter set forth for a term (the "Consulting Period"), commencing on the Closing Date (as defined in the Sale Agreement) and ending on the date that is six (6) months after the Closing Date.

2. **Duties.** During the Consulting Period, Seller shall render to Buyer such advisory and consulting services as Buyer shall from time to time request. Seller shall perform such services at such place and at such time as Buyer shall from time to time request, it being understood and agreed, however, that Buyer shall provide reasonable notification of such request and that Seller shall not be responsible for the day-to-day management of Buyer nor for the implementation of any management policies or strategies. The parties agree that Seller is not retained to replace or supplant the officers and directors of Buyer. Seller shall provide Buyer reasonable access to James Harder during the term of the Consulting Period, so long as Mr. Harder remains in the employment of Seller or its affiliates. If Mr. Harder is not in the employ of Seller or its affiliates when services are requested, then Seller shall use reasonable commercial efforts to obtain for Buyer the services of other senior executives of Seller and its affiliates with experience comparable to that of Mr. Harder. Buyer agrees that the performance of Seller's duties shall not require the full time or attention of Mr. Harder or his replacement and that most consulting services will be rendered by phone and mail, although periodic site visits may be required.

3. **Consulting and Service Fees.** In consideration for the services provided in this Agreement, Buyer agrees to pay Seller a consulting and service fee in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) (the "Service Payment"). Subject to the accelerated payment for an early termination pursuant to Section 6(b) below, the Service

Payment shall be paid in thirty-five (35) equal monthly installments of one hundred thousand dollars (\$100,000) per month (the "Service Payments"). The first payment will be made thirty (30) days from the execution of this Agreement and all payments thereafter will be due on the same day of the month as the first payment, for a total of thirty-five (35) payments. Each of the Service Payments will be made in United States Dollars drawn on a United States bank. Buyer shall have the right to offset from Service Payments due hereunder amounts fully and finally determined to be owed to Buyer from Seller under the Sale Agreement for (i) purchased accounts receivable decreases pursuant to Section 1.6 of the Sale Agreement, (ii) any Asset Value Adjustment owed to Buyer pursuant to Section 1.5 of the Sale Agreement and (iii) any claim made by Buyer against Seller for indemnification pursuant to Article XI of the Sale Agreement. In the event Buyer in good faith believes there is a claim for offset from Service Payments due hereunder, prior to full and final determination of such offset amount, Buyer may, after all applicable notice periods and notice of dispute of such claim from Seller, deposit such Service Payments into a mutually agreed upon escrow account established by the parties hereto. Upon full and final determination of any amount to be offset, such final offset amount, plus any applicable interest on such amount, shall be returned to Buyer and any remaining amount in the escrow account shall be delivered to Seller as the required Service Payment.

4. Security for Payment. To secure the payment by Buyer of the Service Payment, Buyer hereby grants to Seller a first priority security interest in and to and lien against the Service IP, which security interest shall continue until the entire Service Payment (less any offset pursuant to Section 3 of this Agreement) due to Seller under this Agreement is fully paid for in cash. Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest. Within ten (10) business days following payment in full by Buyer to Seller of the entire Service Payment (less any offset pursuant to Section 3 of this Agreement) due to Seller under this Agreement, Seller shall execute and deliver to Buyer such instruments as Buyer requests to release such security interest.

5. Late Payments. Late Service Payments will accrue interest at the rate of one percent (1%) per month until paid in full (the "Late Fee"). In the event a Service Payment is not received by Seller within five (5) days of the date such Service Payment is due, Seller will send a notice to Buyer regarding such Service Payment. Notwithstanding the foregoing, Late Fees shall accrue from the date which is five (5) days from the date the Service Payments are due.

6. Termination.

a) If Buyer fails to make three consecutive Service Payments when due, either in cash or by offset as provided herein, then Seller may terminate this Agreement with notice to Buyer and, as damages for such early termination, Buyer shall pay to Seller, in cash at termination, an amount equal to: (i) the total Service Payment, minus (ii) an amount equal to the aggregate monthly Service Payments the Buyer has remitted to Seller up to the date of termination plus any offset pursuant to Section 3 of this Agreement, not including any interest thereon or other late fees (the "Termination Payment").

b) Buyer may elect to cancel this Agreement and the security interest granted in Section 4 above at any time, upon written notice to Seller, which termination and lien

removal will be effective upon the payment by Buyer to Seller, in cash, of an amount equal to the Termination Payment.

7. Sale Agreement. All terms of the Sale Agreement, including the representation, warranty, and indemnification provisions therein, as well as the miscellaneous provisions of Section 12 thereof, shall apply with full force and effect to this Agreement. To the extent any term or provision of this Agreement conflicts with any term of the Sale Agreement, the terms of the Sale Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and date first hereinabove written.

**SELLER:**

PLIANT SOLUTIONS CORPORATION

By: James Harder

Name: JAMES HARDEZ

Title: General Manager

**BUYER:**

KITTRICH CORPORATION

By: [Signature]

Name: Robert Friedland

Title: Pres

**Pliant Solutions Corp.****Exhibit A****IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg No</b>	<b>App No</b>
1.	BORDER-PRINT	United States	Abandoned		74/507568
2.	CEDAR EASE	Canada	Pending		
3.	CEDAR EASE	United States	Pending		
4.	COBRA	United States	Registered	1516393	
5.	COMARK CON-TACT (stylized)	Germany	Registered	707559	
6.	CONFIDENTIAL SET	Canada	Registered	TMA 371819	
7.	CON-TAC (Stylized)	Sweden	Registered	83150	
8.	CONTACT	Canada	Registered	TMA 114963	
9.	CONTACT	Chile	Registered	495114	
10.	CON-TACT	Albania	Registered	656799	
11.	CON-TACT	Algeria	Registered	656799	
12.	CON-TACT	Argentina	Pending		2365406
13.	CON-TACT	Armenia	Registered	656799	
14.	CON-TACT	Austria	Registered	35643	
15.	CON-TACT	Austria	Registered	656799	
16.	CON-TACT	Azerbaijan	Registered	656799	
17.	CON-TACT	Bahamas	Registered	6893	
18.	CON-TACT	Bangladesh	Registered	6034	
19.	CON-TACT	Belarus	Registered	656799	
20.	CON-TACT	Benelux	Registered	580303	
21.	CON-TACT	Bolivia	Registered	39129C	
22.	CON-TACT	Bosnia-Herzegovina	Registered	656799	
23.	CON-TACT	Brazil	Registered	811729265	
24.	CON-TACT	Bulgaria	Registered	656799	
25.	CON-TACT	Chile	Registered	411605	
26.	CON-TACT	Chile	Registered	506504	
27.	CON-TACT	China	Registered	656799	
28.	CON-TACT	Colombia	Registered	53299	
29.	CON-TACT	Croatia	Registered	Z960649	
30.	CON-TACT	Croatia	Registered	656799	
31.	CON-TACT	Cuba	Registered	656799	
32.	CON-TACT	Czech Republic	Registered	656799	
33.	CON-TACT	Ecuador	Registered	815-76	
34.	CON-TACT	Egypt	Registered	656799	
35.	CON-TACT	Egypt	Registered	656799	
36.	CON-TACT	Estonia	Registered	656799	
37.	CON-TACT	Europe	Registered	990804	
38.	CON-TACT	France	Registered	656799	
39.	CON-TACT	France	Registered	1584344	
40.	CON-TACT	Germany	Registered	656799	
41.	CON-TACT	Greece	Registered	47147	
42.	CON-TACT	Guatemala	Registered	43502	
43.	CON-TACT	Honduras	Registered	18998	
44.	CON-TACT	Hungary	Registered	656799	
45.	CON-TACT	Indonesia	Registered	262437	
46.	CON-TACT	International	Registered	656799	
47.	CON-TACT	Iran	Registered	36705	
48.	CON-TACT	Ireland	Registered	B81381	
49.	CON-TACT	Ireland	Registered	B81382	
50.	CON-TACT	Ireland	Registered	B81383	
51.	CON-TACT	Italy	Registered	656799	
52.	CON-TACT	Italy	Registered	726993	
53.	CON-TACT	Japan	Registered	2567801	
54.	CON-TACT	Jordan	Registered	45518	
55.	CON-TACT	Kazakstan	Registered	656799	

Prepared by SONNENSCHN NATH &amp; ROSENTHAL LLP

June 14, 2004

1

21172976V-3

**TRADEMARK**  
**REEL: 003061 FRAME: 0578**

**Pliant Solutions Corp.****Exhibit A****IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg No</b>	<b>App No</b>
56.	CON-TACT	Kyrgyzstan	Registered	656799	
57.	CON-TACT	Latvia	Registered	656799	
58.	CON-TACT	Liberia	Registered	656799	
59.	CON-TACT	Liechtenstein	Registered	656799	
60.	CON-TACT	Macedonia	Registered	656799	
61.	CON-TACT	Mexico	Registered	87216	
62.	CON-TACT	Mexico	Registered	226422	
63.	CON-TACT	Mexico	Registered	242098	
64.	CON-TACT	Moldova	Registered	656799	
65.	CON-TACT	Monaco	Registered	656799	
66.	CON-TACT	Mongolia	Registered	656799	
67.	CON-TACT	Morocco	Registered	656799	
68.	CON-TACT	Namibia	Registered	6361931	
69.	CON-TACT	Namibia	Registered	6361932	
70.	CON-TACT	New Zealand	Registered	B61767	
71.	CON-TACT	Nicaragua	Registered	26360	
72.	CON-TACT	North Korea	Registered	656799	
73.	CON-TACT	Norway	Registered	49719	
74.	CON-TACT	Panama	Registered	16476	
75.	CON-TACT	Paraguay	Registered	165200	
76.	CON-TACT	Peru	Registered	69066	
77.	CON-TACT	Philippines	Registered	51604	
78.	CON-TACT	Poland	Registered	656799	
79.	CON-TACT	Portugal	Registered	171489	
80.	CON-TACT	Portugal	Registered	656799	
81.	CON-TACT	Puerto Rico	Registered	17550	
82.	CON-TACT	Romania	Registered	656799	
83.	CON-TACT	Russian Federation	Registered	656799	
84.	CON-TACT	San Marino	Registered	656799	
85.	CON-TACT	Serbia and Montenegro	Registered	21541	
86.	CON-TACT	Serbia and Montenegro	Registered	656799	
87.	CON-TACT	Slovak Republic	Registered	656799	
88.	CON-TACT	Slovenia	Registered	656799	
89.	CON-TACT	South Korea	Registered	25052	
90.	CON-TACT	Spain	Registered	294894	
91.	CON-TACT	Spain	Registered	656799	
92.	CON-TACT	Sri Lanka	Registered	80173	
93.	CON-TACT	Sudan	Registered	656799	
94.	CON-TACT	Sweden	Registered	83150	
95.	CON-TACT	Switzerland	Registered	656799	
96.	CON-TACT	Taiwan	Registered	52843	
97.	CON-TACT	Tajikistan	Registered	656799	
98.	CON-TACT	Trinidad & Toba	Registered	B7116	
99.	CON-TACT	Turkey	Registered	130700	
100.	CON-TACT	Ukraine	Registered	656799	
101.	CON-TACT	United Kingdom	Registered	B1051262	
102.	CON-TACT	United Kingdom	Registered	B890386	
103.	CON-TACT	United Kingdom	Registered	B890388	
104.	CON-TACT	United Kingdom	Registered	890385	
105.	CON-TACT	United Kingdom	Registered	890387	
106.	CON-TACT	United States	Registered	630499	
107.	CON-TACT	United States	Registered	630599	71/699344

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June 14, 2004

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**Pliant Solutions Corp.****Exhibit A****IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg No</b>	<b>App No</b>
108.	CON-TACT	United States	Registered	642136	
109.	CON-TACT	United States	Registered	998439	
110.	CON-TACT	Uzbekistan	Registered	656799	
111.	CON-TACT	Venezuela	Registered	4021D	
112.	CON-TACT	Venezuela	Registered	32412	
113.	CON-TACT	Venezuela	Registered	315905F	
114.	CON-TACT	Vietnam	Registered	656799	
115.	CON-TACT	Yugoslavia	Registered	21541	
116.	CON-TACT	Yugoslavia	Registered	656799	
117.	CON-TACT (Stylized)	Australia	Registered	A123457	
118.	CON-TACT (Stylized)	Bahamas	Registered	6893	
119.	CON-TACT (Stylized)	Benelux	Registered	63506	
120.	CON-TACT (Stylized)	Brazil	Pending		817153748
121.	CON-TACT (Stylized)	Brazil	Registered	3576736	
122.	CON-TACT (Stylized)	Brazil	Registered	817153756	
123.	CON-TACT (Stylized)	Brazil	Registered	817153764	
124.	CON-TACT (Stylized)	Canada	Registered	TMA114896	
125.	CON-TACT (Stylized)	Colombia	Registered	53299	
126.	CON-TACT (Stylized)	Costa Rica	Registered	22670	
127.	CON-TACT (Stylized)	Denmark	Registered	587/57	
128.	CON-TACT (Stylized)	France	Registered	1584344	
129.	CON-TACT (Stylized)	France	Registered	1597745	
130.	CON-TACT (Stylized)	Germany	Registered	619264	
131.	CON-TACT (Stylized)	Hong Kong	Registered	B1177	
132.	CON-TACT (Stylized)	India	Registered	1942965	
133.	CON-TACT (Stylized)	Israel	Registered	34299	
134.	CON-TACT (Stylized)	Italy	Registered	726993	
135.	CON-TACT (Stylized)	Jamaica	Registered	B16000	
136.	CON-TACT (Stylized)	Jamaica	Registered	B17034	
137.	CON-TACT (Stylized)	Lesotho	Registered	LSM90/03432	
138.	CON-TACT (STYLIZED)	Pakistan	Registered	104129	
139.	CON-TACT (STYLIZED)	Singapore	Registered	B53054	
140.	CON-TACT (Stylized)	Spain	Registered	294894	
141.	CON-TACT (Stylized)	Switzerland	Registered	280649	
142.	CON-TACT (Stylized)	United Kingdom	Registered	B867427	
143.	CON-TACT (Stylized)	United States	Registered	615845	
144.	CON-TACT (Stylized)	United States	Registered	627275	
145.	CON-TACT (Stylized)	United States	Registered	658898	
146.	CON-TACT A-21	Australia	Registered	A325539	
147.	CON-TACT A-21	United Kingdom	Registered	1132807	
148.	CON-TACT BRAND (Stylized)	Australia	Registered	A300481	
149.	CON-TACT BRAND METAL FX	Bolivia	Pending		
150.	CON-TACT BRAND METAL FX	Brazil	Pending		
151.	CON-TACT BRAND METAL FX	Canada	Pending		
152.	CON-TACT BRAND METAL FX	Chile	Pending		
153.	CON-TACT BRAND METAL FX	Colombia	Pending		
154.	CON-TACT BRAND METAL FX	Ecuador	Pending		
155.	CON-TACT BRAND METAL FX	Guatemala	Pending		
156.	CON-TACT BRAND METAL FX	Honduras	Pending		
157.	CON-TACT BRAND METAL FX	Nicaragua	Pending		
158.	CON-TACT BRAND METAL FX	Panama	Pending		
159.	CON-TACT BRAND METAL FX	Paraguay	Pending		
160.	CON-TACT BRAND METAL FX	Peru	Pending		
161.	CON-TACT BRAND METAL FX	United States	Pending		76/586491

Prepared by SONNENSCHN NATH &amp; ROSENTHAL LLP

June 14, 2004

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**Pliant Solutions Corp.**

**Exhibit A**

**IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg No</b>	<b>App No</b>
162.	CON-TACT BRAND METAL FX	Venezuela	Pending		
163.	CON-TACT CRYSTAL CLING	Australia	Pending		957068
164.	CON-TACT CRYSTAL CLING	Canada	Pending		1180484
165.	CON-TACT CRYSTAL CLING	China	Pending		3585303
166.	CON-TACT CRYSTAL CLING	Europe	Pending		3221918
167.	CON-TACT CRYSTAL CLING	Hong Kong	Registered	300029330	
168.	CON-TACT CRYSTAL CLING	Japan	Registered	4759536	
169.	CON-TACT CRYSTAL CLING	Korea, South	Pending		40200325769
170.	CON-TACT CRYSTAL CLING	Mexico	Pending		604057
171.	CON-TACT CRYSTAL CLING	Taiwan	Pending		092036355
172.	CON-TACT CRYSTAL CLING	United States	Pending		78/192656
173.	CON-TACT CRYSTAL CLING	United States	Pending		78/192656
174.	CON-TACT EXTRA	United Kingdom	Registered	890389	
175.	CON-TACT GRIP LINER	United States	Registered	2401497	
176.	COREL	United States	Abandoned		74/461462
177.	CRAF-TACT	United States	Pending		78/269596
178.	DECO GUARD	United States	Abandoned		74/520718
179.	DECO GUARD	United States	Abandoned		75/437424
180.	DECORA	United States	Abandoned		73/481620
181.	DECORA	United States	Abandoned	1438747	
182.	DECORA	United States	Abandoned	1594164	
183.	DECORA	United States	Abandoned	2065354	
184.	DECORA ART	United States	Registered	2168574	
185.	DECORA BOOK ART	United States	Abandoned		75/209362
186.	DECORA GLASS ART	Europe	Registered	483131	
187.	DECORA GLASS ART	United States	Registered	2157664	
188.	DECORA OFFICE ART	United States	Abandoned		75/211402
189.	DECORA TILE ART	Europe	Registered	428869	
190.	DECORA TILE ART	United States	Registered	2159670	
191.	DECORA WALL ART	Europe	Registered	483057	
192.	DECORA WALL ART	United States	Registered	2149797	
193.	DECORA WALL ART FOR KIDS	United States	Abandoned		75/211401
194.	DECOREASE	Mexico	Abandoned	486149	
195.	DECOREASE	United States	Abandoned		74/549787
196.	DECOTAC	Australia	Registered	711252	
197.	DECOTAC	Europe	Registered	308734	
198.	DECOTAC	Germany	Registered	1093895	
199.	DECOTAC	Saudi Arabia	Registered	404/97	
200.	DECOTAC	Turkey	Registered	177203	
201.	DECOTAC	United States	Registered	2153000	
202.	DECOTAC and Design	Brazil	Registered	819320749	
203.	EASY PRINTS	United States	Abandoned	1871899	
204.	EASY STENCIL	United States	Abandoned		74/463782
205.	EASY TRANSFER	Italy	Registered	675500	
206.	EASY TRANSFER	United States	Abandoned		74/357863
207.	EASYTAC	Germany	Abandoned	2075041	
208.	EASYTAC	United States	Abandoned		74/430439
209.	EASYTAC	United States	Abandoned	1932035	
210.	EASYTEX	United States	Abandoned		74/453851
211.	EASYTEX	United States	Abandoned		74/453852
212.	EASYTEX (Stylized)	Germany	Registered	2071730	
213.	FROSTY	Canada	Pending		1025866
214.	FROSTY	Canada	Registered	580619	1025886
215.	FROSTY	United States	Registered	2377388	

Prepared by SONNENSCHN NATH & ROSENTHAL LLP

June 14, 2004

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**Pliant Solutions Corp.**

**Exhibit A**

**IP TRANSITION SERVICES AND CONSULTING AGREEMENT**

	<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg No</b>	<b>App No</b>
216.	GONDAGT	Germany	Registered	768358	
217.	IDEAS BY THE ROOMFUL	United States	Registered	2332543	
218.	NEW PAINT	United States	Abandoned		74/291961
219.	NOMESS PAINT	United States	Abandoned		74/291977
220.	NU PAINT	United States	Abandoned		74/291960
221.	PATTERNPAINT	United States	Abandoned		74/291976
222.	READI-WRITE	Canada	Pending		1180976
223.	READI-WRITE	Mexico	Pending		604481
224.	READI-WRITE	United States	Pending		78/193595
225.	READI-WRITE	United States	Pending		78/193595
226.	STENCIL-PRINT	United States	Abandoned		74/507569
227.	THE EXTREME BOOKCOVER	United States	Abandoned		75/393717
228.	THE INSTANT DECORATOR	United States	Abandoned		75/246771
229.	THE ULTIMATE BOOKCOVER	United States	Abandoned		75/393810
230.	THE ULTIMATE DOODLECOVER	United States	Abandoned		75/393787
231.	THIN-FLEX	United States	Abandoned		74/324919
232.	TILEART	United States	Abandoned		75/184875
233.	USAFIX	United States	Abandoned		74/281094
234.	WALLPAPER FOR WINDOWS	United States	Registered	2376441	
235.	WE ARE HOME	United States	Registered	2525677	
236.	WEARLON	Benelux	Registered	542308	
237.	WEARLON	Canada	Registered	444319	742881
238.	WEARLON	Canada	Registered	TMA 444319	
239.	WEARLON	France	Registered	93/497382	
240.	WEARLON	Germany	Registered	2087602	
241.	WEARLON	Italy	Registered	678789	
242.	WEARLON	Spain	Registered	1792716	
243.	WEARLON	Switzerland	Registered	419391	
244.	WEARLON	Taiwan	Registered	658065	
245.	WEARLON	United Kingdom	Registered	1554713	
246.	WEARLON	United States	Abandoned	1813855	
247.	WEARLON	United States	Registered	1869137	
248.	WHERE TECHNOLOGY DECORATES	United States	Registered	2178269	
249.	Con-Tact	Brazil	Registered	817153748	
250.	Con-Tact	France	Registered	1597745	
251.	Con-Tact	United States	Registered	692,926	
252.	Con-Tact	United States	Registered	684,357	
253.	Con-Tact	United States	Registered	658,898	
254.	Con-Tact	United States	Registered	615,845	
255.	Con-Tact	United States	Registered	627,275	
256.	Con-Tact	Venezuela	Registered	31,510	
257.	Decotac	Canada	Application	815,863	
258.	The Extreme Bookcover	United States	Application	75/393,132	
259.	Backsplash	United States	Application	75//520,946	
260.	Con-Tact	Bolivia	Registered	42639	

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