

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/12/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kappler, Inc.		10/10/2006	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Seam Seal International Ltd.
Street Address:	Plot 1, Kappler House, Crown Farm Way
City:	Mansfield, Nottingham NG19 0FT
State/Country:	UNITED KINGDOM
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	78553753	SEAM SEAL
Serial Number:	78553746	SEAMSMART

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 704 444 1000
 Email: marie.poveromo@alston.com
 Correspondent Name: Henry B. Ward, III
 Address Line 1: 101 South Tryon Street, Suite 4000
 Address Line 2: Bank of America Plaza
 Address Line 4: charlotte, NORTH CAROLINA 28208-4000

DOMESTIC REPRESENTATIVE

Name: Henry B. Ward, III
 Address Line 1: 101 S. Tryon Street, Suite 4000

OP \$65.00 78553753

Address Line 2: Bank of America Plaza
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Henry B. Ward, III
Signature:	/hbw/
Date:	10/10/2006

Total Attachments: 2
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UNITED STATES

**NUNC PRO TUNC ASSIGNMENT
OF
UNITED STATES TRADEMARKS AND SERVICE MARKS
AND CORRESPONDING APPLICATIONS**

WHEREAS, *Kappler, Inc.*, an Alabama corporation having a mailing address of 115 Grimes Drive, Guntersville, Alabama 35976 (hereinafter referred to as "ASSIGNOR"), was formerly the exclusive and record owner of the entire right, title, and interest in and to the SEAM SEAL, and SEAMSMART Trademarks and Service Marks ("Marks") and the corresponding United States Trademark and Service Mark Applications therefor:

Mark: **SEAM SEAL**
Application Serial No.: 78/553,753
Filed: January 25, 2005
Int. Classes: 7 and 17

Mark: **SEAMSMART**
Application Serial No.: 78/553,746
Filed: January 25, 2005
Int. Classes: 18, 25 and 40

WHEREAS, Assignor filed Application Serial Nos. 78/553,753 and 78/553,746 based upon a bona fide intent to use the SEAM SEAL and SEAMSMART marks. Applicant has intended to use the marks in commerce indicating that intention, but has not yet filed allegations of use under Section 1(e) or 1(d) of the Trademark Act. Applicant is assigning the SEAM SEAL and SEAMSMART marks and the above-identified applications as apart of the entire business, or portion thereof, to which the subject marks pertain as required by 15 U.S.C. § 1060;

WHEREAS, *Seam Seal International Ltd.*, a United Kingdom corporation having a registered office at Plot 1, Kappler House, Crown Farm Way, Mansfield, Nottingham NG19 0FT, United Kingdom (hereinafter referred to as "ASSIGNEE"), has acquired and purchased from ASSIGNOR the Marks and the corresponding United States Trademark and Service Mark Applications, and associated goodwill, effective January 12, 2006.

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm and perfect the sale and assignment of said Trademarks and Service Mark and corresponding United States Trademark and Service Mark Applications therefor effective January 12, 2006.

**TRADEMARK
REEL: 003405 FRAME: 0729**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges and confirms that effective January 12, 2006, ASSIGNOR sold, transferred, and assigned to said ASSIGNEE the entire right, title, and interest in and to the Marks and the corresponding United States Trademark and Service Mark Applications therefor, together with the goodwill of the business appurtenant to and symbolized by said Marks, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had the sale, transfer, and assignment not been made.

ASSIGNOR hereby warrants and covenants that it had the full power and authority to convey the rights, title, and interests sold, transferred, and assigned to ASSIGNEE, that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence ASSIGNEE's ownership of the property and rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Nunc Pro Tunc Assignment to be executed by its duly authorized officer as of the 10th day of October, 2006.

KAPPLER, INC.

[Signature] 10-10-06
 By: _____
 Title: VP Technology

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