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03-27-2002



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102032758

To the Honorable Commissioner of Patents and Trademarks, I have received the attached original documents or copy thereof.

1. Name of conveying party(ies):
Graham Paint and Varish Co., Inc.
4800 S. Richmond Street
Chicago, IL

2. Name and address of receiving party(ies)
Name: The Muralo Company, Inc.

2002 MAR 11 PM 12:07

3-11-02

FINANCE SECTION

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

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

Internal Address: _____

Street Address: 148 E. 5th Street

City: Bayonne State: NJ ZIP: _____

- Individual(s) citizenship: _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State New Jersey
- 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

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

Execution Date: March 6, 2002

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

A. Trademark Application No.(s)
75/737,714

B. Trademark Registration No.(s)

762,592
864,108 958,086
959,669 1,133,912
1,134,392 2,441,661

Additional numbers attached? Yes No

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

Name: Ira J. Hammer, Esq.

Internal Address: Gibbons, Del Deo, Dolan
Griffinger & Vecchione

Street Address: One Riverfront Plaza

City Newark State: NJ ZIP: 07102

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

03/27/2002 IDIAZ1 00000029 75737714

01 FC:481 40.00 OP

08 F:598 175.00 OP

DO NOT USE THIS SPACE

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.

Arthur L. Briggs
Name of Person Signing

Signature

March 11, 2002
Date

Total number of pages including cover sheet, attachments, and document: 4

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

ASSIGNMENT OF INTEREST IN TRADEMARKS

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

WHEREAS, this Assignment is made pursuant to an Asset Purchase Agreement, dated as of January 4, 2002 (the "Asset Purchase Agreement"), between The Muralo Company, Inc., a corporation duly organized and existing under the laws of the State of New Jersey (hereinafter referred to as "Muralo" or "Assignee"), and Graham Paint & Varnish Company, Inc., a corporation duly organized and existing under the laws of the State of Illinois (hereinafter referred to as "Graham" or "Assignor"); and

WHEREAS, Graham, with its principal place of business at 4800 S. Richmond Street, Chicago, Illinois, United States of America, has adopted, used and is using the trademarks listed in Exhibit A and Exhibit B hereto; and

WHEREAS, Muralo, with its principal place of business at 148 E. 5th Street, Bayonne, New Jersey, United States of America, is desirous of acquiring said marks and any interest Assignor may have in said marks and the registrations thereof, including the goodwill associated therewith;

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and set over unto Assignee its entire right, title and interest in and to the marks listed in Exhibit A hereto and all common law rights thereof, together with the goodwill of the business symbolized by the marks and the registrations thereof, and together with all claims for damages by reason of past infringement of said registrations, along with the right to sue for, collect the same for its own use and behalf and for the use and behalf of its successors and assigns.

Further, Assignor does hereby assign, sell, transfer and set over unto the Assignee any and all rights, title and interest that it may have in and to the common law trademarks listed on Exhibit B hereto, together with the goodwill of the business symbolized by the marks.

GRAHAM PAINT AND VARNISH CO., INC.

By: [Signature]
Name: MARKY S. TRUG
Title: president

Sworn to and Subscribed
before me this 6th day
of March 2002

[Signature]
Notary Public



EXHIBIT A

Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Renewal Date</u>
Hooker	864,108	01/28/09
Concrete Gard	762,592	01/07/04
Royal Gard	959,669	05/29/03
Masterpiece	958,086	05/01/03
Mastertone	1,133,912	04/29/10
Dura King	1,134,392	05/06/10
Aqua Borne Ceramic	2,441,661	04/03/11
(Section 8-15 Affidavit Due		04/03/07)

EXHIBIT B

Trademarks – Used But Not Registered

Ceramithane (applied for)

Elite

Acry-finish

Elegante

Eraser SB

Rustop

Shure Hide

Studio

Acryplex

Trademark Application No. 75,737,714 currently pending