

## AGREEMENT

StonCor Group, Inc., a Delaware corporation, having its principal place of business at 1 Park Avenue, Maple Shade, New Jersey 08052 (hereinafter referred to as "StonCor"), and E. I. du Pont de Nemours and Company, a Delaware corporation, having its principal place of business at 1007 Market Street, Wilmington, Delaware 19898 (hereinafter referred to as "DuPont"), as the parties to this Agreement, in consideration of the promises exchanged and the mutual obligations incurred hereunder, and intending to be legally bound, hereby agree as follows:

### **Article 1. Background**

1.1 DuPont owns rights in the trademark "STONETECH" in the United States and in other countries for use on and in connection with cleaners, sealers and polishes for stones; chemical treatments for cleaning, sealing and coating products made of stone, and/or tile, and/or ceramics, and/or masonry; and chemical treatments for cleaning, sealing and coating grout. A list of the trademark registrations and applications owned by DuPont for the mark "STONETECH" around the world is attached hereto as Appendix 1.

1.2 StonCor owns rights in the trademark "STONTEC" in the United States and in other countries for use on and in connection with unprocessed artificial resins, unprocessed plastics, chemicals used for self-leveling flooring systems, and for non-metallic building materials in the nature of self-leveling flooring materials, mortar systems for use with self-leveling floors, two component epoxy-based self-leveling floors, and two component epoxy-based coatings for walls and other non-horizontal surfaces. A list of the trademark registrations and applications owned by StonCor for the mark "STONTEC" around the world is attached hereto as Appendix 2.

1.3 StonCor adopted and commenced use of the trademark "STONTEC" without knowledge of DuPont's use of the trademark "STONETECH", and without knowledge of DuPont's

ownership of any registrations, applications or other trademark rights anywhere in the world for the trademark "STONETECH".

1.4 DuPont has not, until recently, had any knowledge of StonCor's use of the mark "STONTEC" or of StonCor's ownership of any registrations, applications or other trademark rights anywhere in the world for the trademark "STONTEC".

1.5 The parties, StonCor and DuPont, having separately investigated the facts concerning the goods of the respective parties and the sale of same under the respective marks, and the manner of sale and the trade channels through which StonCor and DuPont sell their respective goods under the respective marks, believe there is no and cannot be any likelihood of confusion, as a matter of law, between the marks "STONTEC" and "STONETECH" as used by StonCor and by DuPont, respectively.

## **Article 2. StonCor's Warranties and Representations**

2.1 StonCor represents that StonCor owns the entire right, title and interest in and to the trademark registrations for the mark "STONTEC" as listed in Appendix 2.

2.2 StonCor does not sell stone care products, namely, cleaners, sealers and polishes for stone; does not sell chemical treatments for cleaning, sealing and coating products made of stone, and/or tile, and/or ceramics, and/or masonry; and does not sell products for cleaning, sealing and coating grout.

2.3 StonCor uses and will continue to use its mark "STONTEC" exclusively in connection with the sale and installation of self-leveling floors sold to commercial, industrial and educational institutions; StonCor does not and will not sell its self-leveling floors under the mark "STONTEC" to consumers and does not and will not sell its self-leveling floors under the mark "STONTEC" to third parties for resale to consumers.

**Article 3. DuPont's Warranties and Representations**

3.1 DuPont represents and warrants that DuPont owns the entire right, title and interest in and to the trademark registrations and applications for the mark "STONETECH" as listed in Appendix 1.

3.2 DuPont does not sell or install self-leveling floors.

3.3 The chemical treatments, namely, sealants for stone, tile, ceramic, masonry and grout, sold by DuPont under the mark "STONETECH", are not sold for use as self-leveling flooring materials or for use in connection with self-leveling floors.

**Article 4. StonCor's Obligations, Acknowledgments and Consents**

4.1 StonCor has no objection to DuPont's continued use and registration of DuPont's mark "STONETECH" anywhere in the world based on DuPont's stated intention to continue to use the mark only with respect to the goods that are the subject of DuPont's "STONETECH" trademark applications and registrations, namely cleaners, sealers and polishes for stone; chemical treatments for cleaning, sealing and coating products made of stone, and/or tile, and/or ceramics, and/or masonry and chemical treatments for cleaning, sealing and coating grout.

4.2 Should an objection be raised by a regional or national trademark office to any DuPont application for registration of the mark "STONETECH" on the basis of alleged likelihood of confusion, confusing similarity or other inconsistency with a prior registration or a co-pending application for the mark "STONTEC" owned by StonCor, StonCor acknowledges that DuPont may present a copy of this agreement to the relevant regional or national trademark authorities as evidence of StonCor's consent to registration of DuPont's mark "STONETECH" and the parties' joint position that there is no likelihood of confusion as between the mark "STONETECH" as owned by DuPont, and the mark "STONTEC" as owned by StonCor.

4.3 In the event the relevant trademark authority requires from DuPont a letter of consent by StonCor, consenting to registration of DuPont's mark "STONETECH" in such regional or national trademark office, StonCor shall supply such a letter of consent in a form mutually acceptable to DuPont and StonCor, and consistent with the requirements of the relevant trademark office.

**Article 5. StonCor's Use and Registration Rights**

5.1 StonCor shall have the right, but no obligation, to use and to seek registration of the mark "STONTEC" in territories in addition to those listed in Appendix 2. Any registration sought and use of the mark "STONTEC" in such territories shall be for goods substantially consistent with the goods recited in the registrations for the mark "STONTEC" that are extant in the United States of America, namely StonCor's United States trademark registrations 3,694,310 and 3,700,433.

**Article 6. DuPont's Obligations, Acknowledgments and Consents**

6.1 DuPont has no objection to StonCor's continued use and registration of StonCor's mark "STONTEC" anywhere in the world based on StonCor's stated intention to continue to use the mark only on and in connection with the sale and installation of self-leveling floors to commercial, industrial and educational institutions, and not to consumers.

6.2 Should an objection be raised by a regional or national trademark office to any such StonCor application for registration of the mark "STONTEC" on the basis of alleged likelihood of confusion, confusing similarity or other inconsistency with a prior registration or a co-pending application for the mark "STONETECH" owned by DuPont, DuPont acknowledges that StonCor may present a copy of this agreement to the relevant regional or national trademark authorities as evidence of DuPont's consent to registration of StonCor's mark "STONTEC" and the parties' joint position that there is no likelihood of confusion as between the mark "STONTEC" as owned by StonCor, and the mark "STONETECH" as owned by DuPont.

6.3 In the event the relevant trademark authority requires from StonCor a letter of consent by DuPont, consenting to registration of StonCor's mark "STONTEC" in such regional or national trademark office, DuPont shall supply such a letter of consent in a form mutually acceptable to StonCor and DuPont, and consistent with the requirements of the relevant trademark office.

**Article 7. DuPont's Use and Registration Rights**

7.1 DuPont shall have the right, but no obligation, to use and to seek registration of the mark "STONETECH" in territories in addition to those listed in Appendix 1. Any registration sought and use of the mark "STONETECH" in such territories shall be for goods substantially consistent with the goods as recited in DuPont's "STONETECH" trademark registrations and applications, namely stone cleaners, sealers and polishes, chemical treatments for cleaning, sealing and coating products made of stone, tile, ceramics, masonry; and chemical treatments for cleaning, sealing and coating grout.

**Article 8. Assignment**

8.1 DuPont's rights and obligations under this Agreement shall run with, be inseparable from, and be assignable only together with any assignment DuPont might make of the trademark "STONETECH", together with the goodwill of the business associated therewith and ancillary thereto.

8.2 StonCor's rights and obligations under this Agreement shall run with, be inseparable from, and be assignable only with any assignment StonCor might make of the trademark "STONTEC", together with the goodwill of the business associated therewith and ancillary thereto.

**Article 9. Force Majeure**

9.1 Neither party hereto shall be liable to the other for failure to perform obligations hereunder due to, by way of example and not by way of limitation, act of God, war, riot, fire, flood, invasion, earthquake, epidemic, interruption of transportation, energy shortage, explosion, or any other

material cause beyond the reasonable anticipation of the parties hereto and performance of obligations hereunder shall be suspended for, but not longer than, the duration of such cause.

**Article 10. Notices**

10.1 Notices hereunder shall be given in writing and shall be sufficiently given by one party to the remaining party if addressed to the remaining party as indicated below and deposited in the mail, United States first-class postage pre-paid:

To DuPont:

With a copy to: Scott Goode, Esquire  
E. I. du Pont de Nemours and Company  
1007 Market Street  
Wilmington, DE 19898

To StonCor: Mr. Michael Jewell, V. P.  
StonCor Group, Inc.  
1 Park Avenue  
Maple Shade, NJ 08052

With a copy to: Charles N. Quinn, Esquire  
Fox Rothschild LLP  
747 Constitution Drive, Suite 100  
P. O. Box 673  
Exton, PA 19341

**Article 11. Severability**

11.1 This Agreement shall be severable. In the event, any portion or provision of this agreement is deemed by any court of competent jurisdiction to be unenforceable, illegal or contrary to public policy, this agreement shall remain in force with the portion or provision ruled unenforceable, illegal or contrary to public policy deemed stricken from this Agreement in that jurisdiction.

**Article 12. Non-Confidential Status**

12.1 This Agreement and the undertakings memorialized by this Agreement are non-confidential and need not be held in confidence by either party. Each party shall have the right to introduce this Agreement into evidence in the course of any proceeding seeking registration or enforcement of that parties' rights in its trademark as set forth above.

**Article 13. Choice of Law**

13.1 This Agreement shall be construed and governed according to the laws of contract construction of the State of Delaware.

**Article 14. Hold Harmless**

14.1 Neither party hereto shall be liable to the other party for any incidental or consequential damages, in the nature of damages resulting from claims for personal injury, property damage and the like, suffered by a party hereto resulting from any activity of either party under or relating to this Agreement.

**Article 15. Breach**

15.1 Upon failure of any party hereto (i) to fulfill any obligation under this Agreement and (ii) to remedy any such default within sixty (60) days after written notice thereof by the remaining party, this Agreement may be terminated, at such other party's option, by notice given to said defaulting party no later than ninety (90) days after the notice of default. Any of the use and registration rights recited herein, exercise of which has commenced as of the date of termination, shall survive termination and be unaffected thereby.

**Article 16. Merger**

16.1 This written Agreement and Appendices 1 and 2 set forth the entire understanding between the parties as to their rights and obligations respecting the trademarks "STONTEC" and

"STONETECH" and merges all prior discussions and negotiations between the parties concerning such rights and obligations and neither party shall be bound by any conditions, definitions, warranties, representations, or guarantees with respect to such rights and obligations other than as expressly provided in this Agreement.

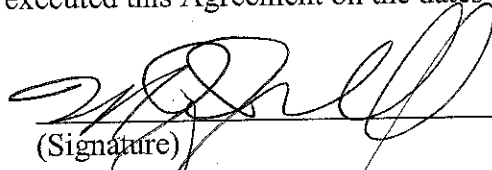
**Article 17. Waiver**

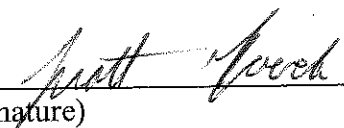
17.1 Failure of either party at any time or from time to time to exercise any right under this Agreement shall not be deemed a waiver of such right nor shall it prevent the party from subsequently asserting or exercising such right.

**Article 18. Term**

18.1 The agreement shall be effective of the date it is signed by the later of the two parties hereto and shall remain in force for so long as both parties use their respective marks in connection with their respective businesses, and maintain the trademark properties listed on Appendices 1 and 2 hereto.

IN WITNESS WHEREOF, the parties, by duly authorized representatives, hereto have duly executed this Agreement on the dates written below.

By:   
(Signature)  
Michael J. Jewell  
(Name Printed)  
VP Marketing  
(Title)

By:   
(Signature)  
Scott Goode  
(Name Printed)  
Legal Counsel  
(Title)

Date: 29 Jan, 2010

Date: 9 February 2010

Witness: Bonnie Reilly  
Bonnie Reilly

Witness: Elaine M. Slater  
ELAINE M. SLATER



(Name Printed)

At: MAPLESHADE, NJ  
(City, State)

**Bonnie Reilly**  
Notary Public  
State of New Jersey

(Name Printed)

At: NEWARK DELAWARE  
(City, State)

ELAINE M. SLATER  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires on March 18, 2013

APPENDIX 1

DUPONT'S "STONETECH" TRADEMARK PROPERTIES

<u>Country</u>	<u>Number</u>	<u>Status</u>
United States	3,091,983	Registered
Canada	1,358,286	Application pending
Mexico	975,377	Application pending
United Arab Emirates	110,226	Application pending

**APPENDIX 2**

**STONCOR'S "STONTEC" TRADEMARK PROPERTIES**

<u>Country</u>	<u>Number</u>	<u>Status</u>
United States	3,700,433	Registered
United States	3,694,310	Registered
European Community Trademark Office	003699411	Registered
Norway	250,399	Registered
Norway	250,146	Registered