Fr	<del></del> 11-17	-1998		Docket No.:		
			$\mathcal{D}$	5133		
10-20-1998						
	10090	1027	dached original	documents or copy thereof.		
1. Name of conveying party(ies):	who	Name and add				
Seagrave Coatings Corporation			areas or receiving	y party(les).		
	10-20-9	Name: The S	Sherwin-Williams	Company		
		Internal Addre	SS:			
☐ Individual(s)	Association	Street Address		Avenue, NW		
☐ General Partnership	☐ Limited Partnership					
☑ Corporation-State Virginia		City: <u>Clevelar</u>	nd	State: <u>OH</u> ZIP: <u>44115</u>		
Other		☐ Individual(s	s) citizenship			
Additional names(s) of conveying party(ies)	🗌 Yes 🛛 No	Association	١			
		☐ General Pa	artnership			
3. Nature of conveyance:						
<ul><li>☒ Assignment</li><li>☐ Security Agreement</li></ul>	☐ Merger					
☐ Security Agreement ☐ Other	☐ Change of Name					
- Carlei		If assignee is not designation is	domiciled in the Unite	ed States, a domestic □ Yes □ N		
Execution Date: September 25, 199	6	(Designations must be a separate document from				
		Additional name(s	) & address(es)	☐ Yes ☐ N		
Application number(s) or registration	on numbers(s):					
A. Trademark Application No.(s)		B. Ti	rademark Registr	ration No.(s)		
		1,122,617	1,117,031			
		1,117,032	1,135,970			
		1,185,339	1,116,795			
	Additional numbers	☐ Yes 🛛 N	No			
5. Name and address of party to who	6. Total number of applications and					
concerning document should be n	nailed:	registrations involved:				
Name: Robert E. McDonald, Esc		7 Total fac (27.6	NED 2 44).	01/800		
Internal Address: The Sherwin-V	Villiams Company	7. Total fee (37 CFR 3.41):\$ \$165.00				
	☐ Enclosed					
1100 Midland Bldg. + Legal Dep						
		■ Authorized	to be charged to	deposit account		
Street Address: 101 Prospect Avenue, NW		8. Deposit accou	nt number:			
		19-2025				
City: <u>Cleveland</u> S	State: <u>OH</u> ZIP: <u>44115</u>					
11/16/1996 JSHBBAZZ 00000118 192025 1	DO NOT	JSE THIS SPACE				
01 FC:481 40.00 CH 02 FC:482 125.00 CH	J					
<ul><li>9. Statement and signature.</li><li>To the best of my knowledge and</li></ul>	helief the foregoing informs	ation is true and as	rract and any att	pohod convice a true		
of the original document.		anon is true and col	neci anu any atta a 1	icheu copy is a true copy		
Robert E. McDonald	Kalant &	M Donal		10/20/98		
Name of Person Signing  Signature  Date						
2.3.1.13	Total number of pages including of	•	ts. and	Date		
		-,	TRAD	EMARK		

REEL: 1813 FRAME: 0407

## **ASSIGNMENT OF PROPRIETARY RIGHTS**

This Assignment of Proprietary Rights ("Assignment"), made as of this Z5 day of September, 1996, is by and between Seagrave Coatings Corporation, a Virginia corporation ("Assignor") and The Sherwin-Williams Company, an Ohio corporation ("Assignee").

## **WITNESSETH:**

WHEREAS, Assignor, Assignee and H. Peter Tepperman have entered into an Asset Purchase Agreement dated September 9, 1996 ("Agreement"); and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to all names (including, but not limited to, "SEAGUARD", but excluding "SEAGRAVE", "SEAGRAVE COATINGS" and associated trademarks, tradenames and logos), patents, patent applications, inventions, marks, formulas (patented and unpatented), symbols, trade names, trademarks, service marks, trade secrets, technical know-how, methods, operations, copyrights, copyright applications, logos, franchises, software, processes (patented and unpatented), process instructions, permits, licenses and sublicenses (and agreements in respect thereof or applications therefor), patent, trademark and copyright prosecution histories, laboratory notebooks and all other proprietary rights, documents, information and records owned by Assignor including, but not limited to, all filings, registrations or issuances of any of the foregoing with or by any federal, state, local or foreign regulatory, administrative or governmental office or offices, and all federal, state and common law rights protecting such in the United States of America and throughout the world including, but not limited to, those listed on Exhibit A, which is attached hereto and made a part hereφf ("Proprietary Rights"); and

WHEREAS, Assignee desires to acquire ownership of the Proprietary Rights and Assignor is willing to convey to Assignee its entire right, title and interest in and to the Proprietary Rights;

NOW, THEREFORE, for the consideration recited in the Agreement and the premises, agreements, covenants and provisions contained herein, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee the entire right, title and interest of Assignor in and to the Proprietary Rights.

1

TRADEMARK REEL: 1813 FRAME: 0408

- 2. Upon Assignee's request, Assignor will execute any and all instruments reasonably necessary to effectuate the intent of Section 1 hereof in order to confirm and secure the assignment of Assignor's entire right, title and interest in and to the Proprietary Rights.
- 3. Upon Assignee's request, Assignor shall transfer to Assignee all existing documents and files available to or in Assignor's possession which relate to the Proprietary Rights.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day first written above.

WITNESSES:	SEAGRAVE COATINGS CORPORATION				
Jel C	By: CEO				
STATE OF VIRGINIA ) COUNTY OF )	SS.				
On the described day of September, 1996, before me personally came  H. P. TEPPERMAN to me known, who, being by me duly sworn, did depose and say that he is the CEO of Seagrave Coatings Corporation, the corporation described in the above instrument, and that he signed his name thereto by authority of the Board of Directors of said corporation.  Catha M. Lange Notary Public					
ACCEPTAN	ICE OF ASSIGNMENT				
In consideration of the foregoing Assignment of Proprietary Rights, Assignee hereby accepts from Assignor its entire right, title and interest in and to the Proprietary Rights on this 25-12 day of September, 1996.					
WITNESSES:	THE SHERWIN-WILLIAMS COMPANY				
f:\genera\\minnow\propriet.ex2	By:  Title:  Care t (line)				

2

## EXHIBIT A

Reg. No.	Mark	Issue Date	Renewal Date
®1,066,525	SEAGUARD	5/31/77	5/31/97
©1,116,795	ZINCGUARD	4/24/79	4/24/99
<b>©</b> 1,117,031	SILCOGUARD	5/1/79	5/1/99
®1,117,032	DECKGUARD	5/1/79	5/1/99
®1,117,033	RACEGUARD	5/1/79	5/1/99
©1,117,034	SEATHANE	5/1/79	5/1/99
®1,122,617	BALCOAT 2000	7/24/79	7/24/99
©1,123,537	BILGEGUARD	8/7/79	8/7/99
<b>©</b> 1,123,901	SILVERGUARD	8/14/79	8/14/99
<b>©</b> 1,135,970	TANKGUARD	5/27/80	5/27/2000
®1,148,499	WAX SHIELD	3/17/81	3/17/2001
<b>©</b> 1,148,500	NO FLAME	3/17/81	3/17/2001
®1,155,215	TARGUARD	5/26/81	5/26/2001
<b>©</b> 1,185,339	SEAGUARD & DESIGN	1/12/82	1/12/2002

**RECORDED: 10/20/1998** 

TRADEMARK REEL: 1813 FRAME: 0410