

05-25-1999

ET

Docket No.:

Y

5020



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101012530

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

White Lightning Products Corp.

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance: **3-4-99**

- Assignment
- Security Agreement
- Other **Corrective Assignment Reel/Frame 1425/0994**
- Merger
- Change of Name

Execution Date: **October 31, 1995**

2. Name and address of receiving party(ies):

Name: **The Sherwin-Williams Company**

Internal Address:

Street Address: **101 Prospect Avenue, NW**

City: **Cleveland** State: **OH** ZIP: **44115**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Ohio**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,745,796
1,723,765

Additional numbers

Yes No

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

Name: **Robert E. McDonald, Esq.**

Internal Address: **The Sherwin-Williams Company**

1100 Midland Bldg. - Legal Dept.

Street Address: **101 Prospect Avenue, NW**

City: **Cleveland** State: **OH** ZIP: **44115**

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

65E
NO SPAC
Fee

8. Deposit account number:

19-2025



03-04-1999

U.S. Patent & TMO/TM Mail Rcpt Dt #40

3/19/1999 JSHADAZZ 00000153 192025 1745796

1 FC:481 40.00 CH
2 FC:482 25.00 CH

9. Statement and Signature.

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.

Robert E. McDonald

Name of Person Signing

Signature

March 3, 1999

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1867 FRAME: 0490

ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT is made and entered into this 31st day of October, 1995, by and between **WHITE LIGHTNING PRODUCTS CORP.**, a Delaware corporation with its principal place of business located at 2375 130th Avenue, N.E., Suite 103, Bellevue, Washington 98005 (hereinafter referred to as "**Assignor**"), and **THE SHERWIN-WILLIAMS COMPANY**, an Ohio corporation with its principal place of business located at 101 Prospect Avenue, Cleveland, Ohio 44115 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Agreement and Plan of Reorganization dated August 11, 1995 ("**Agreement**") for the purchase and sale of certain "**Assets**" as such term is defined in the Agreement; and

WHEREAS, Assignor has agreed to sell to Assignee certain "**Proprietary Rights**" as defined in the Agreement, including but not limited to those trademarks shown on Schedule "A", which is attached hereto and made a part hereof; and

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

NOW, THEREFORE, for the consideration recited in the Agreement, 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 assigns to Assignee its entire right, title and interest in and to the Proprietary Rights together with the good will connected with the use of and symbolized by said Proprietary Rights, including all filings, registrations or insurances of any of the foregoing with or by any national, state provincial, territorial, local or foreign regulatory, administrative or governmental office or offices, and all national, state, provincial, territorial, and common law rights protecting such in the United States of America and throughout the world, and covenants and agrees with Assignee, its successors, and assigns, that it will, at the request and expense of Assignee, communicate to Assignee, or its representatives, all facts known to Assignor respecting said Proprietary Rights, testify in any legal proceeding, sign all lawful papers, execute all applications, make all rightful oaths and generally do everything possible to aid Assignee and its successors, subsidiaries, assigns and nominees, to obtain and enforce protection for the Proprietary Rights in the United States and all countries foreign thereto, and to vest the entire right, title and interest in and to the Proprietary Rights in Assignee.

2. Upon request from Assignee, Assignor will execute any and all instruments necessary to effectuate the intention of Paragraph One (1) hereof as may be required for Assignee

to confirm and formally secure the assignment granted to Assignee pursuant to said Paragraph One (1).


3. Upon request of Assignee, Assignor shall transfer to Assignee all existing documents and files in Assignor's possession or available thereto which relate to the Proprietary Rights assigned pursuant to Paragraph One (1) and agrees without further consideration to perform or cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to fully effectuate this Assignment and to permit Assignee to be duly recorded as the registered owner and/or proprietor of each of the rights conveyed hereby and herein.

4. Assignor and Assignee hereby agree that this Assignment is subject to the terms and conditions of the Agreement and that the respective representations, warranties, covenants, agreements and obligations of the parties contained in the Agreement are incorporated herein by reference, constitute an integral part of this Assignment and shall survive the execution and delivery of this Assignment to the extent provided in the Agreement. Neither the representations and warranties or the rights and remedies of a party under the Agreement shall be deemed to be enlarged, reduced, modified or altered by reason of the terms of this Assignment.

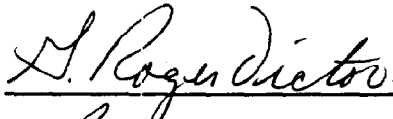
IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its/their duly authorized representative on the date first written above.

WITNESS:

ASSIGNOR: WHITE LIGHTNING PRODUCTS CORP.

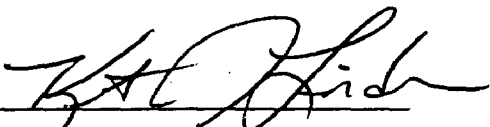


John W. Yates

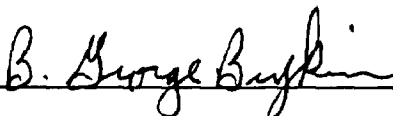
By: 
Title: President

WITNESS:

ASSIGNEE: THE SHERWIN-WILLIAMS COMPANY



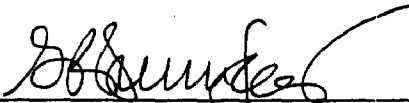
John W. Yates

By: 
Title: V.P. Adhesives & Sealants

State of Washington
County of King) SS.

On this 31st day of October, 1995, before me personally appeared G. Roger Victor, to me known, who being by me duly sworn, did depose and say that he is the Chief Executive Officer of WHITE LIGHTNING PRODUCTS CORP., the corporation described in and which executed the foregoing Assignment, and that he executed this Assignment on behalf of WHITE LIGHTNING PRODUCTS CORP.

My Commission Expires: 1-15-98



Notary Public

EXHIBIT A

REGISTERED TRADEMARKS

	<u>Mark</u>	<u>Reg. No.</u>		
USA:	Bolt	248,037	1,745,796	RM CD 3/3/99
	Crystal	1,725,676		
	"SS" Logo	1,527,587		RM CD 3/3/99
	White Lightning	232,209	1,723,745	
Canada:	Lightning	376,951		
Mexico:	White Lightning	432,465		

PENDING TRADEMARK APPLICATIONS

	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
USA:	Stop-Flow	576,201	9-20-94
	Pro-Duty	569,058	9-2-94
Canada:	White Lightning	713,854	9-30-92

COMMON LAW

Painter's Premium