

06-10-1999



101060454

COVER SHEET

ONLY 10

Docket No.:

6478

Tab settings

To the Honorable Commissioner,

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pro-Line Paint Company

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 No

(Designations must be a separate document from

Additional name(s) & address(es)

Yes No

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: August 27, 1996

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

A. Trademark Application No.(s)

75/554863

B. Trademark F

1,228,042

05-20-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #64

MRD 5-20-99

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

8. Deposit account number:

19-2025

DO NOT USE THIS SPACE

06/10/1999 NTHA11 00000011 192025 75554863

01 FC:481 40.00 CH
02 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

Signature

5/20/99

Date

Total number of pages including cover sheet, attachments, and

7

TRADEMARK

REEL: 001909 FRAME: 0743

ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights ("Assignment"), made as of this 27th day of August, 1996, is by and between Pro-Line Paint Company ("Assignor") and The Sherwin-Williams Company ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee, Tahoe Partners Limited Partnership, Anthony A. Mitchell, Dorothy Mitchell, Marilyn E. Stroud, Linda D. Hudiburgh, Susan J. Mitchell, Nancy M. Barker and Ernofff Soeterik, have entered into an Asset Purchase Agreement dated July 31, 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, "PRO-LINE PAINT"), 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 hereof ("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;

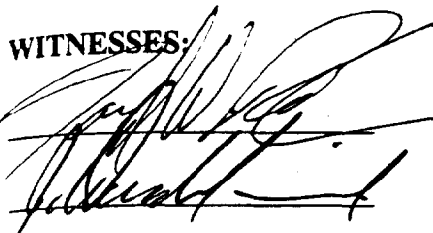

NOW, THEREFORE, for the consideration recited in the Agreement and the premises, agreements, covenants and provisions contained herein, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

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

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:  **PRO-LINE PAINT COMPANY**
 By: 
 Title: Chairman

STATE OF CALIFORNIA)
)
 COUNTY OF San Diego)

SS.

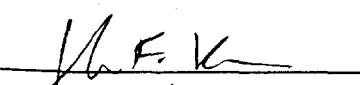
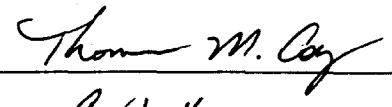
On the 21 day of August, 1996, before me personally came A.A. Mitchell to me known, who, being by me duly sworn, did depose and say that he is the Chairman of Pro-Line Paint Company, the corporation described in the above instrument, and that he signed his name thereto by authority of the Board of Directors of said corporation.




 Notary Public

ACCEPTANCE 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 28th day of August, 1996.

WITNESSES:  **THE SHERWIN-WILLIAMS COMPANY**
 By: 
 Title: Controller

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1.01(d) -

Proprietary Rights

Trade Mark Pro-Line[®] - February 22, 1983, Reg. #1,228,042

Rust Buster - Pending application - Serial #504,836 filed 7-29-94

United States Patent - Soeterik 4,143,015, Water Base, Non-Polluting Slow Leaching, Antifouling Paint

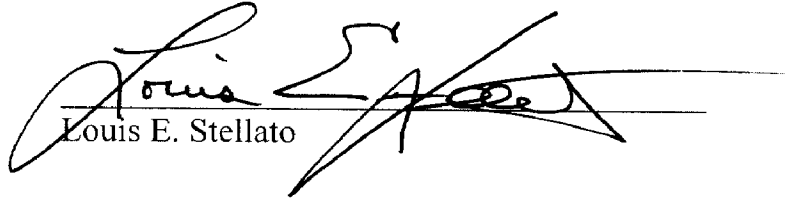
[VRS Rustbuster - Pro-Line Serial #10060024, April 28, 1995]



TRADEMARK

CERTIFICATION

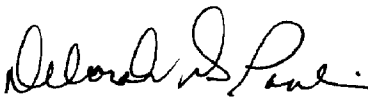
I, Louis E. Stellato, Vice President, General Counsel and Secretary of The Sherwin-Williams Company, do hereby certify that the attached copy of ASSIGNMENT OF PROPRIETARY RIGHTS which assigned certain trademarks from Pro-Line Paint Company to The Sherwin-Williams Company, is a true copy of the original.


Louis E. Stellato

STATE OF OHIO)
)SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, appeared Louis E. Stellato, to me personally known who being sworn, did say that he is the Vice President, General Counsel and Secretary of The Sherwin-Williams Company and that this is a true copy of the ASSIGNMENT OF PROPRIETARY RIGHTS.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 17th day of May, 1999.



Notary Public

DEBORAH G. PANKIW
Notary Public, State of Ohio, Cuy. Ctv.
M. Commission Expires Aug. 21, 1999