

05-08-2000



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4-18-u

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

05/05/2000 DMGUYEN 00000452 192025 75741544

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 375.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002068 FRAME: 0024

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75741544"/>	<input type="text" value="75751248"/>	<input type="text" value="75356978"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2244334"/>	<input type="text" value="2322804"/>	<input type="text" value="2222634"/>
<input type="text" value="2250968"/>	<input type="text" value="2275508"/>	<input type="text" value="2248873"/>
<input type="text" value="2250967"/>	<input type="text" value="2244335"/>	<input type="text" value="2060315"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

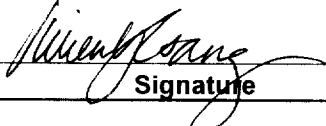
Yes No

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. Charges to deposit account are authorized, as indicated herein.

Vivien Y. Tsang

Name of Person Signing



Signature

4/18/2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
04 / 07 / 2000

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

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Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="0815320"/>	<input type="text" value="2248874"/>	<input type="text" value="2245564"/>
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TC
AMH

Schedule 1.01(d)
Proprietary Rights

Mark	Registration Number (or Serial No.)	Registration Date (or Application Date)
SANIFLEX (US)	(75/741544) (75/751248)	(6-30-99) (6-30-99)
SANIGLASS (Euro)	000636506	3-8-99
CERAM (UK)	2145869	7-2-99
COR-SEAL (US)	2275508	9-7-99
FLEXGRID (EURO)	000636308	7-28-99
AGGRE-COLOR (EURO)	000636357	6-29-99
CERAMIC CARPET (EURO)	000636340	6-29-99
CRYSTAL CAST (EURO)	000636381	6-29-99
GENERAL POLYMERS (US)	2060315	5-13-97
GENERAL POLYMERS (EURO)	(000636290)	(9-19-97)
EPO-FLEX (US)	2250967	6-8-99
COR-CAST (US)	2222634	2-9-99
COR-COTE (US)	2250968	6-8-99
CRYSTAL CAST (US)	2248873	6-1-99
NOVO-FLO (US)	2248874	6-1-99
FLEX-GRID (US)	2244335	5-11-99
TPM (US)	2244336	5-11-99
AGGRE-COLOR (US)	2244334	5-11-99

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SANIGLASS (US)	2245564	5-18-99
EPO-FLEX (UK)	2145837	9-25-98
SANIGLAZE (US)	(75/356978)	(9-15-97)
CERAM (US)	2,322,804	2-29-00
KOBA THANE		
KOBA COAT (US)	815,320	9-20-86
CRYSTAL COTE (EURO)	000636415	4-6-99
GENERAL POLYMERS (Canada)	506778	1-18-99
COR-COTE (EURO)	000639831	4-8-99
GENERAL POLYMERS (China-PRC)	9900147428	12-7-99

See Section 8.06 of the Agreement relating to the TRAFFICOTE and EPO-FLEX tradenames

A. See attached Thompson, Hine & Flory LLP letter dated March 28, 2000 regarding NOVO FLO (Euro) application

All common law rights to the following trade names Trafficote, Cor-bond, Fastop, Poly-Cote, Polyflo, The Perfect Choice, Recover 9000, Permalith, Beauty That Lasts, Timeless Beauty - Lasting Value, Camdura, Sewer-Flex, Flexpand, The Performance Choice, Cor-Flex, Sta-Brite, Saf-T-Flor, Acryl-TEX.

The following tradenames have been applied for :

Mark	Application Number	Application Date
NOVO FLO (EURO)	000636316	9-19-97
TRAFFICOTE (EURO)	000636332	9-19-97
SANIGLAZE (EURO)	000636373	9-19-97
TPM (EURO)	000639872	9-26-97
GENERAL POLYMERS and Design (Mexico) Class 2	Serial Number 223586 Nombre de Registro 506023	9-28-95
GENERAL POLYMERS (Mexico) Class 2	Serial Number 223585 Nombre de Registro 506022	9-28-95

~~Draft dated 4/5/00~~

GENERAL POLYMERS (Mexico) Class 17	Serial Number 223587 Nombre de Registro 506024	9-28-95
GENERAL POLYMERS and Design(Mexico) Class 17	Serial Number 223588 Nombre de Registro 506025	9-28-95
GENERAL POLYMERS and Design (Mexico) Class 1	Serial Number 223584 Nombre de Registro 502898	8-31-95
GENERAL POLYMERS (Mexico) Class 1	Serial Number 223583	2-3-95

~~Draft dated 4/5/00~~

ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS ("ASSIGNMENT"), made as of this 7th day of April, 2000, is by and among General Polymers Corporation, General Polymers West, Inc. and General Polymers International, Inc. (individually, an "Assignor" and collectively, the "Assignors") and The Sherwin-Williams Company (the "Assignee").

WITNESSETH:

WHEREAS, Assignors, Assignee, R. Thomas Davidson, Jeffrey K. Heinichen and John D. Durig have entered into a Purchase Agreement, dated April 7, 2000 ("Agreement"); and

WHEREAS, Assignors are the sole and exclusive owner of all right, title and interest in and to all names (including but not limited to "General Polymers"), 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 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 related to the Business (as defined in the Agreement) including, but not limited to, those listed on Schedule A, which is attached hereto and made a part hereof ("Proprietary Rights"); and

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

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 sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree as follows:

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

4. Each Assignor acknowledges that Assignee is relying upon each Assignor's representations, warranties and covenants made in the Agreement with respect to the Proprietary Rights as an inducement to entering into this Assignment.

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

WITNESSES:

Jeffrey K. Heinrich
JKH

GENERAL POLYMERS CORPORATION

BY: Jeffrey K. Heinrich

TITLE: Vice Chairman

WITNESSES:

Jeffrey K. Heinrich
JKH

GENERAL POLYMERS WEST, INC.

BY: Jeffrey K. Heinrich

TITLE: Vice President

WITNESSES:

Jeffrey K. Heinrich
JKH

GENERAL POLYMERS INTERNATIONAL, INC.

BY: Jeffrey K. Heinrich

TITLE: Vice President

STATE OF OHIO)
)
COUNTY OF HAMILTON)

SS.

On this 7th day of April, 2000, before me personally appeared Jeffrey K. Heinrich, who being by me duly sworn, did depose and say that he is an officer of each of General Polymers Corporation, General Polymers West, Inc. and General Polymers International, Inc. and that he executed this Assignment in such capacity.

My Commission Expires:

Jeffrey K. Heinrich
Notary Public

NOTARY PUBLIC STATE OF OHIO
My Commission Has No Expiration Date
Section 147.08 R.C.

ACCEPTANCE OF ASSIGNMENT

In consideration of the foregoing Assignment of Proprietary Rights, Assignee hereby accepts from each Assignor its respective entire right, title and interest in and to the Proprietary Rights on this 7th day of April, 2000.

WITNESSES:

THE SHERWIN-WILLIAMS COMPANY

[Signature]
[Signature]

BY: *Thomas M. Coy*

TITLE: *Controller - PSG*