

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zinsser Co., Inc.		10/19/2008	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mantrose-Haeuser Co., Inc.		
<b>Street Address:</b>	1175 Post Road East		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2821393	CERTISEAL	
Registration Number:	2860199	CERTICOAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(847)816-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	847-816-2226		
<b>Email:</b>	mmurphy@rustoleum.com		
<b>Correspondent Name:</b>	Michael T. Murphy, Rust-Oleum Corp.		
<b>Address Line 1:</b>	11 Hawthorn Parkway		
<b>Address Line 2:</b>	Legal Dept.		
<b>Address Line 4:</b>	Vernon Hills, ILLINOIS 60061		
<b>NAME OF SUBMITTER:</b>	Michael T. Murphy		
<b>Signature:</b>	/Michael T. Murphy/		
<b>Date:</b>	10/28/2008		

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Total Attachments: 1  
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**ASSIGNMENT OF TRADEMARKS**

WHEREAS, Zinsser Co., Inc., a corporation of New Jersey, with offices at 173 Belmont, Somerset, New Jersey, 08875, ("Assignor"), is the owner of the CERTICOAT trademark, United States Registration No. 2,860,199 registered on July 6, 2004, and the CERTISEAL trademark, United States Registration No. 2,821,393, registered on March 9, 2004, (collectively referred to herein as the "Marks"); and

WHEREAS, Mantrose-Haeuser Co., Inc., a corporation of Massachusetts, with offices at 1175 Post Road East, Westport, CT 06880, ("Assignee"), has been using the Marks on its products under a license with Zinsser Co., Inc. and is desirous of acquiring all right, title and interest in and to the Marks, all registrations and applications for registration for the Marks, and the goodwill associated with the Marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee, effective as of October 10, 2008, all worldwide right, title and interest in and to (i) the Marks, (ii) all registrations and applications for registration of the Marks, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, (iv) all rights of action arising from the Marks, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and (v) the goodwill of the business symbolized by the Marks.

Dated: 10/19/08

ASSIGNOR

By: Thomas J. McNicholas  
Thomas J. McNicholas  
Sr. Vice President,  
Marketing and General Manager

State of New Jersey )  
County of Middlesex ) SS

Subscribed and sworn to before me on Oct. 19th, 2008.

By: Kimberly Cordes  
Notary Public

(SEAL) **KIMBERLY CORDES**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 3/21/2010