

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Kimberton Enterprises, Inc.		03/22/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Henry Company
<b>Street Address:</b>	909 N. Sepulveda Blvd., Suite 650
<b>City:</b>	El Segundo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90245
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1640131	ACRALUME
Registration Number:	1563354	ELASTO-SEAL
Registration Number:	1191194	GLASBOND
Registration Number:	1269188	GULF-SEAL
Registration Number:	1011291	GULF-SEAL
Registration Number:	631571	GULF-SEAL
Registration Number:	3529550	HENRY RUBBERKOTE
Registration Number:	1545885	LEAK PRUF
Registration Number:	1205097	M
Registration Number:	1668948	METALSHIELD
Registration Number:	1911426	PERMASEAL
Registration Number:	1908489	PERMASEAL
Registration Number:	1963675	PRO-GRADE
Registration Number:	1640132	ROOF GUARD

**CH \$440.00 1640131**

Registration Number:	1562176	STOP LEAK
Registration Number:	3638967	STOP LEAK
Registration Number:	754471	WEATHER-CHEK

**CORRESPONDENCE DATA**

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (312)577-8416  
Email: carole.dobbins@kattenlaw.com  
Correspondent Name: Carole Dobbins c/o Katten Muchin  
Address Line 1: 525 W. Monroe St.  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-00366
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	03/23/2010

Total Attachments: 4  
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of November 4, 2009, by and between Kimberton Enterprises, Inc. ("Assignor"), and Henry Company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all right, title, and interest in and to the patents and patent applications set forth on Schedule A attached hereto, and any and all reissues, continuations, continuations-in-part, revisions, reexaminations, extensions and divisions thereof (the "Assigned Patents"), and the trademark registrations and applications set forth on Schedule B attached hereto, together with all goodwill connected with the use thereof, symbolized thereby, and associated therewith (the "Assigned Trademarks");

NOW, THEREFORE, for adequate and appropriate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. Transfer of Intellectual Property. Assignor hereby sells, assigns, conveys, and transfers to Assignee, for Assignee's sole and exclusive use and enjoyment, all of Assignor's right, title and interest in and to the Assigned Patents and the Assigned Trademarks, including all rights to sue and recover damages for past infringement thereof.

II. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States issue and record the title of Assignee as owner of all right, title, and interest in and to the Assigned Trademarks, and that the Commissioner for Patents of the United States issue and record the title of Assignee as owner of all right, title, and interest in and to the Assigned Patents.

III. Governing Law. This instrument shall be construed in accordance with and governed by the laws of the State of New York, without giving effect to the conflicts of law principles thereof.

IV. Counterparts. This instrument may be executed by facsimile signature and in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

V. Headings. The headings contained in this instrument are for reference purposes only and shall not affect in any way the meaning or interpretation of this instrument.

[SIGNATURE PAGE PAGE FOLLOWS]

In testimony whereof, ASSIGNOR has signed below, by its duly authorized legal representatives, on the date first above written.

KIMBERTON ENTERPRISES, INC.

By [Signature]  
Name: Veinc Th. Salovek  
Title: Treasurer

STATE OF PA  
COUNTY OF Lehigh

On this 22 day of March 2010, before me appeared ASSIGNOR, who acknowledged execution of this Intellectual Property Assignment Agreement as a free act by ASSIGNOR

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Murtaza S. Jaffer, Notary Public  
Lower Macungie Twp., Lehigh County  
My Commission Expires Sept 23, 2011

ACKNOWLEDGMENT

Member, Pennsylvania Association of Notaries

On behalf of ASSIGNEE, I hereby acknowledge receipt of assignment -- for good and valuable consideration -- of the patents and patent applications set forth in Schedule A and the trademarks and trademark applications set forth in Schedule B.

HENRY COMPANY

By [Signature]  
Name: Veinc Th. Salovek  
Title: Treasurer

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT - KIMBERTON/HENRY]

TRADEMARK  
REEL: 004172 FRAME: 0619

**Schedule A**

Assigned Patents and Patent Applications

<b>Serial No.</b>	<b>Filing Date</b>	<b>Patent No.</b>	<b>Issue Date</b>	<b>TITLE</b>
08/787,180	01/20/97	5,713,996	02/03/1998	ASPHALT COATING COMPOSITION AND METHOD FOR COATING A SURFACE USING THE SAME

**Schedule B**

Assigned Trademarks and Trademark Applications

COUNTRY	TRADEMARK	FILING DATE	APP NO.	REG. DATE	REG. NO.	STATUS
UNITED STATES	ACRALUME	5/25/1990	74/062,833	4/9/1991	1,640,131	REGISTERED
UNITED STATES	ELASTO-SEAL	12/16/1988	73/769,982	10/31/1989	1,563,354	REGISTERED
UNITED STATES	GLASBOND	8/20/1979	73/229,356	3/2/1982	1,191,194	REGISTERED
UNITED STATES	GULF-SEAL	3/29/1982	73/357,087	3/6/1984	1,269,188	REGISTERED
UNITED STATES	GULF-SEAL	3/18/1974	73/016,099	5/27/1975	1,011,291	REGISTERED
UNITED STATES	GULF-SEAL	5/18/1953	71/647,153	7/31/1956	631,571	REGISTERED
UNITED STATES	HENRY RUBBERKOTE	4/21/2003	76/513,202	11/11/2008	3,529,550	REGISTERED
UNITED STATES	LEAK PRUF	11/17/1988	73/764,099	6/27/1989	1,545,885	REGISTERED
UNITED STATES	M	1/21/1981	73/293,855	8/17/1982	1,205,097	REGISTERED
UNITED STATES	METALSHIELD	11/20/1989	74/003,487	12/17/1991	1,668,948	REGISTERED
UNITED STATES	PERMASEAL	8/18/1994	74/562,730	8/15/1995	1,911,426	REGISTERED
UNITED STATES	PERMASEAL	8/18/1994	74/562,729	8/1/1995	1,908,489	REGISTERED
UNITED STATES	PRO-GRADE	1/3/1994	74/475,949	3/26/1996	1,963,675	REGISTERED
UNITED STATES	ROOF GUARD	5/25/1990	74/062,835	4/9/1991	1,640,132	REGISTERED
UNITED STATES	STOP LEAK	11/30/1988	73/766,359	10/24/1989	1,562,176	REGISTERED
UNITED STATES	STOP LEAK	11/14/2008	77/614,338	6/16/2009	3,638,967	REGISTERED
UNITED STATES	WEATHER- CHEK	10/1/1962	72/154,274	8/13/1963	754,471	REGISTERED