

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kimberton Enterprises, Inc.		12/07/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Henry Company		
Street Address:	909 N. Sepulveda Blvd.		
Internal Address:	Suite 650		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1228474	GULF-SEAL	
CORRESPONDENCE DATA			
Fax Number:	(202)639-7003		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.639.7000		
Email:	Arianne.deGovia@ffhsj.com, teas@ffhsj.com		
Correspondent Name:	Arianne de Govia		
Address Line 1:	1001 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	31464-5		
NAME OF SUBMITTER:	Arianne H. de Govia		
Signature:	/AHDG/		
Date:	12/15/2010		

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Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of November 4, 2009, by and between Kimberlon 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]

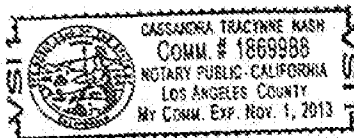
In testimony whereof, ASSIGNOR has signed below, by its duly authorized legal representatives, on this _____ day of December 2010.

KIMBERTON ENTERPRISES, INC.

By [Signature]
Name: Veine Thibault
Title:

STATE OF California
COUNTY OF Los Angeles

On this 7TH day of December 2010, before me appeared ASSIGNOR, who acknowledged execution of this Intellectual Property Assignment Agreement as a free act by ASSIGNOR.



Cassandra Tracyne Nash

ACKNOWLEDGMENT

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: Veine Thibault
Title: Treasurer

Schedule A

Assigned Patents and Patent Applications

None.

Schedule A

Assigned Trademarks and Trademark Applications

COUNTRY	TRADEMARK	FILING DATE	APP NO.	REG. DATE	REG. NO.	STATUS
UNITED STATES	GULF-SEAL	07/21/1981	73320072	11/30/1982	1228474	REGISTERED