

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322097

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sampson Coatings, Inc.		08/28/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	National Paint Industries, Inc.		
Street Address:	1999 Elizabeth Street		
City:	North Brunswick		
State/Country:	NEW JERSEY		
Postal Code:	08902		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2614406	SAMPSON	
CORRESPONDENCE DATA			
Fax Number:	9733760903		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-376-0909		
Email:	nkallen@bmk-law.com		
Correspondent Name:	Norman D. Kallen		
Address Line 1:	180 River Road		
Address Line 4:	Summit, NEW JERSEY 07901		
NAME OF SUBMITTER:	Norman D. Kallen		
SIGNATURE:	/Norman D. Kallen/		
DATE SIGNED:	11/04/2014		
Total Attachments: 5			
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OP \$40.00 2614406

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated as of August 28, 2014, is by and between **SAMPSON COATINGS, INC.**, a Virginia corporation ("Seller"), and **NATIONAL PAINT INDUSTRIES INC.**, a New Jersey corporation ("Purchaser").

WHEREAS, this Intellectual Property Assignment is being executed and delivered in connection with the consummation of the sale and purchase transaction contemplated in that certain Asset Purchase Agreement by and between Purchaser and Seller dated as of July 25, 2014 (as amended from time to time thereafter, the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Intellectual Property Assignment have the respective meanings set forth in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Intellectual Property Assignment; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase and accept, all of Seller's right, title and interest in and to the Purchased Assets; and

WHEREAS, the parties hereto acknowledge that pursuant to that certain Bill of Sale of even date herewith (the "Bill of Sale"), Seller irrevocably and unconditionally sold, transferred, conveyed, assigned and delivered to Purchaser all of the Seller's right, title and interest in and to the tangible personal property included within the Purchased Assets;

WHEREAS, the parties hereto acknowledge that pursuant to that certain Assignment and Assumption Agreement even date herewith (the "Assignment and Assumption Agreement"), Seller irrevocably and unconditionally sold, transferred, conveyed, assigned and delivered to Purchaser all of the Seller's right, title and interest in and to the Assumed Contracts, Assumed Liabilities and certain of intangible assets of Seller included within the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, the Parties have agreed to execute this Intellectual Property Assignment with respect to the Seller Intellectual Property, which includes, without limitation, all of Seller's right, title, and interest in and to the following (collectively, the "Marks"): CRAFTMAN'S CHOICE (US REG NO. 2,719,806) and SAMPSON (US REG NO. 2,614,406), including all common law rights therein, all rights in U.S. registrations thereof, and all renewals thereof; all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits); the right to sue for past, present and future infringements; and all other rights corresponding therein throughout the world;

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Seller and Purchaser hereby agree as follows:

1. Upon the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser all of the Seller's right, title and interest in and to the Seller Intellectual Property, which includes the Marks, and all goodwill associated with the foregoing. The parties agree that Purchaser has the right to file this

Intellectual Property Assignment with the U.S. Patent and Trademark Office and any non-U.S. equivalent agencies.

2. The terms and provisions of this Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. This Intellectual Property Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto, and no performance, term or condition can be waived in whole or in part except by a writing signed by the party against whom enforcement of the waiver is sought.

4. Nothing in this Intellectual Property Assignment is intended to or shall confer upon any person or entity other than Purchaser, Seller, and their respective successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Intellectual Property Assignment or any transaction contemplated by this Intellectual Property Assignment.

5. Seller covenants that Seller will do, execute and deliver, or will cause to be done, executed and delivered, at Purchaser's expense, all such further reasonable acts or documentation for the better of assuring, conveying and confirming unto Purchaser, the entire right, title and interest in the Marks as Purchaser shall reasonably require.

6. To the extent any term or provision herein is inconsistent with either the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

7. THIS INTELLECTUAL PROPERTY ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO DELAWARE'S CONFLICT OF LAW PRINCIPLES. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY ACTION ARISING UNDER OR RELATING TO THIS INTELLECTUAL PROPERTY ASSIGNMENT.

8. EACH PARTY HERETO HEREBY IRREVOCABLY CONSENTS TO, AND CONFERS EXCLUSIVE JURISDICTION UPON, THE COURTS OF THE STATE OF DELAWARE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN THE CITY OF WILMINGTON, DELAWARE, AND APPROPRIATE APPELLATE COURTS THEREFROM, OVER ANY ACTION ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. EACH PARTY HERETO HEREBY WAIVES, AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY SUCH ACTION THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SAID COURTS OR THAT THIS INTELLECTUAL PROPERTY ASSIGNMENT MAY NOT BE ENFORCED IN OR BY SAID COURTS OR THAT ITS PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION,

THAT SUCH ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF SUCH ACTION IS IMPROPER. SERVICE OF PROCESS IN ANY SUCH ACTION MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE STATE OF DELAWARE, AS PROVIDED IN SECTION 10.9 OF THE PURCHASE AGREEMENT.

9. This Intellectual Property Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed and delivered as of the date first written above.

SELLER:

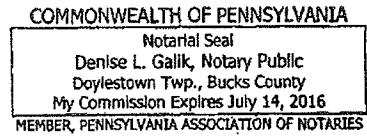
SAMPSON COATINGS, INC.

By: *Kevin S. Putman*
Name: KEVIN S. PUTMAN
Title: VICE CHAIRMAN, V.P.

COUNTY/CITY OF Bucks

On this 27th day of August, 2014, before me, the undersigned Notary Public, personally appeared Kevin S. Putman and acknowledged the instrument to be his free and voluntary act and deed, and on oath stated that he executed this instrument for the purposes therein contained.

Residing at Doylestown, PA
Notary Public in and for Doylestown, PA



(SEAL) *Denise L Galik*
Notary Public

(SEAL)

My Commission Expires: 7-16-2016
Notary Registration Number: 1208576

PURCHASER:

NATIONAL PAINT INDUSTRIES INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed and delivered as of the date first written above.

SELLER:

SAMPSON COATINGS, INC.

By: _____

Name: _____

Title: _____

COUNTY/CITY OF _____]

On this 26th day of August, 2014, before me, the undersigned Notary Public, personally appeared _____, and acknowledged the instrument to be his free and voluntary act and deed, and on oath stated that he executed this instrument for the purposes therein contained.

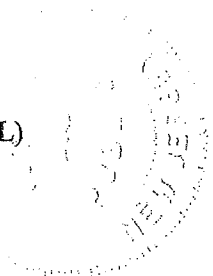
Residing at _____

Notary Public in and for _____

(SEAL)

Pearl Lin
Notary Public

(SEAL)



My Commission Expires:
Notary Registration Number:

PEARL LIN
NOTARY PUBLIC
STATE OF NEW JERSEY
BY COMMISSION EXPIRES MAY 22, 2016

PURCHASER:

NATIONAL PAINT INDUSTRIES INC.

By: Michael Schnupp

Name: Michael Schnupp

Title: Pres