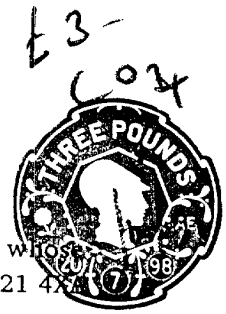




Trade Mark Assignment

This Assignment is made the <sup>th</sup> 3<sup>rd</sup> day of May, 1998



BETWEEN:-

- (1) HAMMERITE PRODUCTS LIMITED (registered in England no. 2781134) whose registered office is at Pentagon House, Sir Frank Whittle Road, Derby DE21 4XX ("the Assignor"); and
- (2) PARKER PAINT MANUFACTURING CO. INC a company incorporated under the laws of the State of Washington in the United States of America whose principal office is at 3003 South Tacoma Way, Tacoma, WA 98409, United States of America ("the Assignee").

WHEREAS:

- (A) The Assignor is the owner of the trade mark "Hammerite" in the USA, Canada and Mexico ("North America") and is the registered proprietor of the registrations brief details of which are set out in the Schedule.
- (B) The Assignor has agreed to assign all right, title and interest in and to the "Hammerite" Mark in North America to the Assignee, including the registrations set out in the Schedule.

IT IS AGREED:-

**1. ASSIGNMENT**

In consideration of £1 sterling (receipt of which is hereby acknowledged), the Assignor hereby assigns to the Assignee all its right, title and interest in and to the "Hammerite" trade mark in North America including (without limitation) the registrations brief details of which are set out in the Schedule together with all the goodwill of the business in relation to which such mark is used including all rights, privileges and advantages attaching thereto and the right to sue for past infringements and retain any award of damages or costs made.

**2. FURTHER ASSURANCE**

The Assignor shall now or at any time in the future at the request and expense of the Assignee execute all such documents (including obtaining notarisations and other necessary attestations) and do all such other acts or things as may be necessary to given full effect to this Assignment and secure to the Assignee the full benefit of the rights in this Assignment.

**3. JURISDICTION**


The English courts are to have jurisdiction to settle any disputes arising out of or in connection with this Assignment and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS of which the Assignment was signed on behalf of the parties on the date first written above.

Signed by *Timothy Peter Allen* )  
 )  
for and on behalf of )  
HAMMERITE PRODUCTS LIMITED )

A handwritten signature in cursive script, appearing to read "Timothy Peter Allen", written over a horizontal line.

Signed by *Timothy Peter Allen* )  
 )  
for and on behalf of )  
PARKER PAINT MANUFACTURING CO. )  
INC. )

A handwritten signature in cursive script, appearing to read "Timothy Peter Allen", written over a horizontal line.

**SCHEDULE**

**Trade Mark Registrations**

<b>Trade Mark</b>	<b>Class</b>	<b>Territory</b>	<b>Reg No.</b>	<b>Renewal</b>
Hammerite	-	Canada	366361	09.03.2005
Hammerite	-	USA	1368494	05.11.2005
Hammerite	2	Mexico	521182	12.08.2005