

11-09-1998



100873665

OVER SHEET ONLY

10/27/98

TO THE HONORABLE COM thereof.

RKS: Please record the attached original documents or copy

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Standard Brands Liquidating Creditor Trust

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporations - State:
- Other: Creditor Trust

Additional name(s) of conveying party(ies) attached?

- Yes  No

2. Name and address of receiving party(ies):

Name: BEHR PROCESS CORPORATION

Internal Address:

Street Address: 3400 W. Segerstrom Avenue

City: Santa Ana State: CA ZIP: 92704

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation - State: California
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: September 28, 1998

4. Application number and registration numbers:

a. Trademark Application No.: 74/378,231

b. Trademark Registration Nos.:

SEE ATTACHED SCHEDULE 1.1

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Darrell L. Olson  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Internal Address: Sixteenth Floor  
Street Address: 620 Newport Center Drive  
City: Newport Beach State: CA ZIP: 92660

7. Total fee (37 CFR 3.41): \$765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 30

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Darrell L. Olson  
Name of Person Signing

Signature

10/23/98

Date

Total number of pages, including cover sheet, attachments and document: 3

Mail documents to be recorded with required cover sheet information to:

11/06/1998 JSHADAZZ 00000075 74378231

01 FC:481  
02 FC:482

40.00 OP  
725.00 OP

DLO-6514 cdm/101498

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

KNOBBE, MARTENS, OLSON & BEAR, LLP  
620 NEWPORT CENTER DR 16TH FLOOR NEWPORT BEACH, CA 92660  
(949) 760-0404 FAX (949) 760-9502

TRADEMARK  
REEL: 1810 FRAME: 0218

**Schedule 1.1 Trademarks**

**Potentially Marketable Federal Trademark Registrations  
of Standard Brands and Major Paint**

<b>Trademark</b>	<b>Status</b>	<b>Regis. Date</b>	<b>Regis. No.</b>	<b>Expir. Date</b>
A-1	Renewed 7/23/92	5/30/72	0934822	5/30/02
[Rainbow Brush Design]	Renewed 2/14/95	12/31/74	1000823	12/31/04
Super-Tone	Renewed 5/10/95	6/3/75	1011992	6/3/05
Style Faire	Registered	4/28/81	1152464	4/28/01
Hide-All	Registered	6/28/83	1243352	6/28/03
New Finish	Registered	10/18/83	1254871	10/18/03
Standard Brands	Registered	3/19/85	1325283	3/19/05
Magic	Registered	11/1/88	1510591	11/1/08
Major	Registered	7/4/89	1545962	7/4/09
Rust Defender	Registered	11/1/88	1510592	11/1/08
Advantage	Registered	8/29/89	1553392	8/29/09
[Human Paint Can Design]	CANCELLED	9/10/91	1656883	9/10/01
Standard Brands	Registered	12/1/92	1735892	12/1/02
Standard Brands	Registered	8/24/93	1789106	8/24/03
M	Registered	11/16/93	1804011	11/16/03
[Radiant Brush Design]	Registered	5/10/94	1835075	5/10/04
Contractors Choice	Registered	9/27/94	1855455	9/27/04
Standard Brands Windsor 21	Registered	2/28/95	1881084	2/28/05
Cycle II	Registered	2/15/94	1820909	2/15/04
Wall of Another Color	Registered	6/6/95	1897922	6/6/05
Neat and Clean	Registered	3/7/95	1881743	3/7/05
Kiddo the Toughest Paint ...	Registered	3/14/95	1884174	3/14/05
Decade	Registered	4/23/96	1969104	4/23/06
Professional Pride	Registered	3/5/96	1960748	3/5/06
Kiddo	Registered	8/24/95	1929284	8/24/05
Contractor's Grade A	Registered	5/23/95	1895689	5/23/05
Contempo	Registered	4/18/95	1889545	4/18/05
[Design]	Registered	9/3/96	1998288	9/3/06
Cubremax	Registered	9/24/96	2002937	9/24/06
Durapaint	Registered	10/15/96	2008397	10/15/06
Gallerie	Pending; S/N 74/378,231; Filed 4/9/93			

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 28<sup>th</sup> day of September 1998, by and between STANDARD BRANDS LIQUIDATING CREDITOR TRUST (hereinafter referred to as "ASSIGNOR" or "Trust"), and BEHR PROCESS CORPORATION, a California corporation having a place of business at 3400 W. Segerstrom Avenue, Santa Ana, California 92704 (hereinafter referred to as "ASSIGNEE").

WHEREAS, on or about November 26, 1997, the United States Bankruptcy Court for the Central District of California ("Court") entered an order confirming the Revised Joint and Consolidated Plan of Liquidation of the Debtor and the Official Committee of Unsecured Creditors Dated July 23, 1997 (the "Plan") in consolidated case numbers LA95-43812-KM, LA95-43813-KM and LA95-43814KM, titled respectively In re Standard Brands Paint Co., In re Standard Brands Paint Company, and In re Major Paint Company (collectively "DEBTORS");

WHEREAS, the Trust was created pursuant to the Plan and The Standard Brands Liquidating Creditor Trust Agreement ("Trust Agreement");

WHEREAS, pursuant to Article V, Section F.1 of the Plan and Section 4.1 of the Trust Agreement, all the DEBTORS' right, title and interest in the Trademarks (as defined below) was transferred to the Trust as of the Effective Date of this Plan; and

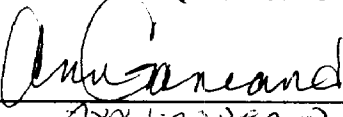
WHEREAS, ASSIGNOR represents that neither the DEBTORS nor the ASSIGNOR intended either (a) to abandon the Trademarks, or (b) not to resume use of the Trademarks.

WHEREAS, ASSIGNOR desires to sell to ASSIGNEE, and ASSIGNEE desires to purchase from ASSIGNOR, the Trademarks listed in Schedule I.1 attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all registrations, applications, common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademarks") worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess worldwide in and to the Trademarks set forth in Schedule I.1 together with the goodwill symbolized by said Trademarks. In addition, ASSIGNOR agrees to promptly execute any documents necessary to effectuate the purpose and intent of this Assignment.

Executed at New York, NY, this 28<sup>th</sup> day of September, 1998.

STANDARD BRANDS LIQUIDATING CREDITOR TRUST

By:   
Name: ANN GARREAUD  
Title: TRUSTEE


STATE OF ILLINOIS            ⌋  
  || ss.  
COUNTY OF COOK            ⌋

On September 28, before me, Susan L. Gratton, personally appeared Ann Garreaud, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



  
Signature

DE 0-615 (Rev. 1-09) 2-98