

11-17-1998

Docket No.:

5133

10-20-1998

100901027

U.S. Patent & TMO/c/TM Mail Rpt Dt. #01

Department of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Seagrave Coatings Corporation

MRO  
10-20-98

2. Name and address of receiving party(ies):  
Name: The Sherwin-Williams Company

- Individual(s)
- General Partnership
- Corporation-State Virginia
- Other

- Association
- Limited Partnership

Internal Address:  
Street Address: 101 Prospect Avenue, NW  
City: Cleveland State: OH ZIP: 44115

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: September 25, 1996

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,122,617 1,117,031  
1,117,032 1,135,970  
1,185,339 1,116,795

Additional numbers  Yes  No

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

Name: Robert E. McDonald, Esq.  
Internal Address: The Sherwin-Williams Company  
1100 Midland Bldg. + Legal Dept.

Street Address: 101 Prospect Avenue, NW  
City: Cleveland State: OH ZIP: 44115

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2025

11/16/1998 JEN:AZZ W000115 192025 1122617

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 125.00 CH

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.

Robert E. McDonald

Robert E McDonald

10/20/98

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 1813 FRAME: 0407

## ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights ("**Assignment**"), made as of this 25<sup>th</sup> day of September, 1996, is by and between Seagrave Coatings Corporation, a Virginia corporation ("**Assignor**") and The Sherwin-Williams Company, an Ohio corporation ("**Assignee**").

### WITNESSETH:

**WHEREAS**, Assignor, Assignee and H. Peter Tepperman have entered into an Asset Purchase Agreement dated September 9, 1996 ("**Agreement**"); and

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to all names (including, but not limited to, "SEAGUARD", but excluding "SEAGRAVE", "SEAGRAVE COATINGS" and associated trademarks, tradenames and logos), patents, patent applications, inventions, marks, formulas (patented and unpatented), symbols, trade names, trademarks, service marks, trade secrets, technical know-how, methods, operations, copyrights, copyright applications, logos, franchises, software, processes (patented and unpatented), process instructions, permits, licenses and sublicenses (and agreements in respect thereof or applications therefor), patent, trademark and copyright prosecution histories, laboratory notebooks and all other proprietary rights, documents, information and records owned by Assignor including, but not limited to, all filings, registrations or issuances of any of the foregoing with or by any federal, state, local or foreign regulatory, administrative or governmental office or offices, and all federal, state and common law rights protecting such in the United States of America and throughout the world including, but not limited to, those listed on Exhibit A, which is attached hereto and made a part hereof ("**Proprietary Rights**"); and

**WHEREAS**, Assignee desires to acquire ownership of the Proprietary Rights and Assignor is willing to convey to Assignee its entire right, title and interest in and to the Proprietary Rights;

**NOW, THEREFORE**, for the consideration recited in the Agreement and the premises, agreements, covenants and provisions contained herein, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee the entire right, title and interest of Assignor in and to the Proprietary Rights.



<u>Reg. No.</u>	<u>Mark</u>	<u>Issue Date</u>	<u>Renewal Date</u>
©1,066,525	SEAGUARD	5/31/77	5/31/97
©1,116,795	ZINGGUARD	4/24/79	4/24/99
©1,117,031	SILCOGUARD	5/1/79	5/1/99
©1,117,032	DECKGUARD	5/1/79	5/1/99
©1,117,033	RACEGUARD	5/1/79	5/1/99
©1,117,034	SEATHANE	5/1/79	5/1/99
©1,122,617	BALCOAT 2000	7/24/79	7/24/99
©1,123,537	BILGEGUARD	8/7/79	8/7/99
©1,123,901	SILVERGUARD	8/14/79	8/14/99
©1,135,970	TANKGUARD	5/27/80	5/27/2000
©1,148,499	WAX SHIELD	3/17/81	3/17/2001
©1,148,500	NO FLAME	3/17/81	3/17/2001
©1,155,215	TARGUARD	5/26/81	5/26/2001
©1,185,339	SEAGUARD & DESIGN	1/12/82	1/12/2002