

06-04-1999

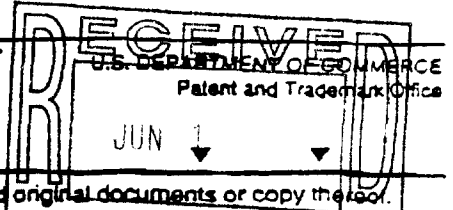
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FORM PTO-1634
1-31-92

101055376

3 SHEET

TRADEMARKS ONLY



Tab settings 000 ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy the tool.

1. Name of conveying party(ies):

The Perry & Derrick Company
2510 Highland Avenue
Cincinnati, Ohio 45212-5215

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - Kentucky
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Mortgage of Intellectual
Property

Execution Date: January 19, 1999

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

Name: Star Bank, National Association

Internal Address: _____

Street Address: 425 Walnut StreetCity: Cincinnati State: OH ZIP: 45202

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National Banking Association

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

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

75/495571
75/508754

B. Trademark registration No.(s)

2064290
415946
1338655

Additional numbers attached? ☐ Yes ☒ No

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

Name: Linda D. BaylissInternal Address: 1800 Firststar TowerStreet Address: 425 Walnut StreetCity: Cincinnati State: OH ZIP: 45202

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41):..... \$ 140.00☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-0053

if debit/credit needed

(Attach duplicate copy of this page if paying by deposit account)

06/04/1999 DNGUYEN 00000020 75495571

DO NOT USE THIS SPACE

01 FC:481
02 FC:48240.00 OP
100.00 OP

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.

Linda D. Bayliss - Taft,
Stettinius & Hollister LLP
Paralegal

Name of Person Signing

Signature

TRADEMARK Date

REEL: 001906 FRAME: 0647

MORTGAGE OF INTELLECTUAL PROPERTY

THIS MORTGAGE OF INTELLECTUAL PROPERTY (this "Mortgage") is entered into as of the 19 day of January, 1999 by and between THE PERRY & DERRICK COMPANY, a Kentucky corporation having its principal office and place of business at 2510 Highland Avenue, PO Box 125215, Cincinnati, Ohio 45212-5215 ("Mortgagor"), and STAR BANK, NATIONAL ASSOCIATION, a national banking association whose address is 425 Walnut Street, Cincinnati, Ohio 45202 ("Mortgagee"), under the following circumstances:

W I T N E S S E T H:

WHEREAS, Mortgagor and Mortgagee are parties to a certain Financing Agreement dated as of January 19, 1999 (which Financing Agreement, as the same may be renewed, supplemented, amended and/or restated from time to time, is hereinafter referred to as the "Financing Agreement"), which Financing Agreement provides (i) for Mortgagee, in its discretion exercised in a commercially reasonable manner, to extend credit to Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in and lien against Mortgagor's assets, including, without limitation, its intangible assets;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Incorporation of Financing Agreement. The Financing Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. For purposes of this Mortgage, "Obligations" shall have the same meaning as provided in the Financing Agreement and shall include, without limitation, any and all debts, liabilities and obligations (whether direct or indirect and now existing or hereafter arising) owing to Mortgagee from Mortgagor and all principal, interest, charges, expenses, fees and other sums chargeable to Mortgagor in connection therewith. For purposes of this Mortgage, satisfaction of Mortgagor's Obligations shall occur when (i) said Obligations have been paid in full without risk of disgorgement due to receivership or bankruptcy proceedings instituted by or on behalf of Mortgagor and/or the creditors of Mortgagor and (ii) all financing arrangements between Mortgagee and Mortgagor have been terminated.

2. Mortgage of Patents, Copyrights, Trade Secrets and Licenses. To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers and conveys to Mortgagee, as and by way of a first mortgage and security interest having priority over all other security interests, all of Mortgagor's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired:

(i) patents and patent applications, in the United States and elsewhere, and the inventions and improvements described and claimed therein, including, without limitation, those patents listed on Exhibit A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and

TRADEMARK

REEL: 001906 FRAME: 0648

(ii) copyrights, copyright registrations and copyright applications, used in the United States and elsewhere, including, without limitation, the copyright registrations and copyright applications listed on Exhibit B attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(iii) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Mortgagor, including without limitation, the trade secrets generally described on Exhibit C, attached hereto and made a part hereof, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets"); and

(iv) all license agreements with respect to any or all of the Patents, the Copyrights, the Trade Secrets and/or the Trademarks (as defined in Section 3 below), or any other patent, trademark, tradename, copyright or trade secret, or any application or registration thereof, between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, any such license agreements granting the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter owned by Mortgagor and now or hereafter covered by such license agreements, and the licenses listed on Exhibit D attached hereto and made a part hereof, and (a) renewals, extensions or amendments thereof, (b) all income, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "Licenses").

3. Grant of Security Interest in Trademarks. To secure the complete and timely satisfaction of the Obligations, Mortgagor hereby creates and grants to Mortgagee a security interest having priority over all other security interests in all of Mortgagor's rights, title and interest in and to all of its now owned or existing and hereafter created or acquired trademarks, trademark registrations, tradenames and trademark applications, used in the United States and elsewhere, including, without limitation, the trademarks, trademark registrations, tradenames and trademark applications listed on Exhibit E attached hereto and made a part hereof and (a) renewals or extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and or collectively referred to as the "Trademarks") and (e) the goodwill of Mortgagor's business, including, but not by way of limitation, such goodwill connected with and symbolized by the Trademarks.

4. Restrictions on Future Assignments, Grants or Conveyances. Mortgagor agrees that until the Obligations shall have been fully satisfied and the Financing Agreement and

the financing arrangements between Mortgagee and Mortgagor shall have been terminated, Mortgagor shall not, without Mortgagee's prior written consent, assign, by sale, mortgage or other types of conveyance, any of its interest in, or grant any license under or security interest in, the Patents, Copyrights, Trademarks, Trade Secrets or Licenses or enter into any other agreement with respect to the Patents, Copyrights, Trademarks, Trade Secrets or Licenses which is inconsistent with Mortgagor's obligations under the other provisions of this Mortgage, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred or the security interest granted to Mortgagee under this Mortgage.

5. New Patents, Copyrights, Trade Secrets, Trademarks and Licenses. Mortgagor represents and warrants that the Patents, Copyrights, Trade Secrets, Licenses and Trademarks listed on Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E, respectively, constitute all of the Patents, Trademarks, Trade Secrets, Licenses and registered copyrights now owned by Mortgagor. If, before the Obligations shall have been fully satisfied, Mortgagor shall (i) become aware of any existing Patents, Trademarks, Trade Secrets or registered copyrights of which Mortgagor has not previously informed Mortgagee; (ii) obtain rights to any new patentable inventions, copyrights, trade secrets, tradenames, trademarks, trademark registrations or trademark applications; (iii) become a party to any license agreement with respect to any patents, copyrights, trade secrets or trademarks; or (iv) become entitled to the benefit of any patent, copyright or trademark, trademark application, trademark registration, copyright registration, copyright application, trade secret or license renewal, or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Mortgage shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee as its irrevocable attorney-in-fact to modify this Mortgage by amending Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, copyrights, copyright registrations, copyright applications, tradenames, trade secrets and licenses which are rights owned by Mortgagor and which are Patents, Copyrights, Trademarks, Trade Secrets or Licenses, as applicable, under Section 2 or Section 3 above or under this Section 5, and to file or refile this Mortgage with the United States Patent and Trademark Office, the United States Copyright Office or other appropriate agency.

6. Representations and Warranties. Mortgagor represents and warrants to and agrees with Mortgagee that:

(i) The Patents, Trademarks, Copyrights, Trade Secrets and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the best Mortgagor's knowledge, each of the Patents, Trademarks, Copyrights, Trade Secrets and Licenses is valid and enforceable, and Mortgagor's use thereof does not infringe the intellectual property rights of any third person;

(iii) Mortgagor is the owner of an unencumbered right, title and interest in and to each of the Patents, Trademarks, Copyrights, Trade Secrets and Licenses, free and clear of any liens, charges, and encumbrances including, without limitation, exclusive and non-exclusive licenses (except for such licenses which are Licenses), consent-to-use agreements, shop rights and covenants by Mortgagor not to sue third persons, and Mortgagor has the power and authority to make, and will continue to have authority to perform, the Mortgage according to its terms;

(iv) The Mortgage does not violate and is not in contravention of any other agreement to which Mortgagor is a party or any judgment or decree by which Mortgagor is bound and does not require any consent under any other agreement to which Mortgagor is a party or by which Mortgagor is bound;

(v) Mortgagor has adopted all of the Trademarks and all of such Trademarks have been used and are currently being used in connection with Mortgagor's business;

(vi) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights, Trade Secrets or Licenses;

(vii) Mortgagor has adopted adequate precautions to protect its Trade Secrets from unauthorized or accidental disclosure; and

(viii) The Licenses, complete copies of each of which have been provided to Mortgagee, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to moratorium laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

7. Certification with Respect to Patents. Mortgagor certifies that it is the owner and/or assignee of the entire right, title and interest in each of the patents and/or patent applications listed on Exhibit A by virtue of either (i) an assignment from the inventor(s) of each such patent and/or patent application listed on Exhibit A, which assignment was recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame number indicated on Exhibit A, or (ii) a chain of title from the inventor(s) of each patent and/or patent application identified on Exhibit A to Mortgagor, which chain of title is evidenced by the documents identified on Exhibit A, and such documents were recorded in the United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) at the reel and frame numbers indicated on Exhibit A. Mortgagor has reviewed all of the documents in the chain of title of each of the patents and/or patent applications identified on Exhibit A and, to the best of Mortgagor's knowledge and belief, title is in Mortgagor. Mortgagor further certifies that the officer executing this Mortgage is empowered to act on behalf of Mortgagor.

8. Term; Rights Upon Default. The term of the Mortgage and security interest granted herein shall extend until the Obligations have been fully satisfied and the Financing Agreement and the financing arrangements between Mortgagee and Mortgagor have been terminated. Upon the occurrence of any "Event of Default" (as defined in the Financing Agreement), Mortgagor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Mortgagee as assignee of Mortgagor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Mortgagee as assignee of Mortgagor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Trademarks to Mortgagee as assignee of Mortgagor's entire interest therein and in the goodwill of Mortgagor's business connected therewith and symbolized thereby. Upon the

occurrence of an Event of Default and enforcement of Mortgagee's rights under this Section 8, Mortgagee shall be entitled to use all Patents, Copyrights, Trade Secrets, Trademarks and Licenses on a worldwide basis and without any liability for royalties or other related charges from Mortgagor to Mortgagee.

9. Use Prior to Default. Prior to the occurrence of any Event of Default, Mortgagor shall have the continued and unencumbered right to use the Patents, Copyrights, Trade Secrets, Trademarks and Licenses in the ordinary course of its business, subject to the terms and covenants of the Financing Agreement, the other "Loan Documents" (as defined in the Financing Agreement) and this Mortgage.

10. Trademark Quality Control. Mortgagor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or copyright registration application pending as of the date hereof or thereafter, and promptly to notify Mortgagee of the ultimate outcome of such application, until the Obligations shall have been fully satisfied; (ii) to make application with the United States or in other jurisdictions as appropriate, on unpatented but patentable inventions and on trademarks; (iii) to affix copyright notices to all published and unpublished copyrightable works of authorship, and to apply promptly to register any unregistered work with the United States Copyright Office; (iv) to preserve all rights in the Patents, Trademarks, Copyrights, Trade Secrets and Licenses used by Mortgagor in the ordinary course of Mortgagor's business; and (v) to ensure that the Patents, Trademarks, Copyrights and Licenses used by Mortgagor in the ordinary course of Mortgagor's business are and remain valid and enforceable, including the payment of necessary fees and the filing of all necessary documents with the appropriate agencies to maintain the Patents, Trademarks and Copyrights in full force and effect. Any expenses incurred in connection with Mortgagor's obligations under this paragraph shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or copyright application, or abandon any pending patent, trademark or copyright application, or any trademark or copyright registration, without the prior written consent of Mortgagee.

12. Documents. At the request of Mortgagee, Mortgagor shall pay the costs of filing and/or recording this Mortgage in all public offices where filing or recording is deemed necessary or desirable by Mortgagee. Mortgagor shall execute and deliver to Mortgagee from time to time such supplemental assignments or other instruments, including, but not by way of limitation, additional assignments to be filed with the United States Patent and Trademark Office and the United States Copyright Office, as Mortgagee may require for the purpose of confirming Mortgagee's interest in the Patents, Copyrights, Trade Secrets, Trademarks and Licenses.

13. Mortgagee's Right to Sue. After the occurrence of any Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name and, in Mortgagee's discretion, to join Mortgagor as a party plaintiff, to enforce the Patents, Copyrights, Trade Secrets, Trademarks and Licenses. If Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall, promptly upon demand, reimburse and indemnify

Mortgagee for all costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 13.

14. Waivers. No course of dealing between Mortgagor and Mortgagee nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee any right, power or privilege hereunder or under the Financing Agreement or other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

16. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

17. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, whether established hereby or by the Financing Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of any Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to: (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Copyrights, Trade Secrets, Trademarks and Licenses; (ii) take any other actions with respect to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Copyrights, Trade Secrets, Trademarks or Licenses to anyone; and/or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Copyrights, Trade Secrets, Trademarks or Licenses, and the goodwill and business assets associated therewith or symbolized thereby, to anyone. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been fully satisfied and the Financing Agreement and all other financing arrangements between Mortgagee and Mortgagor have been terminated. Mortgagor acknowledges and agrees that Mortgagee shall, upon the occurrence of any Event of Default, have and be entitled to exercise all of Mortgagor's rights under the Patents, Copyrights, Trade Secrets, Trademarks and Licenses (including the right to receive any payments owing to or to become due to Mortgagor thereunder). Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Financing Agreement and other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in addition to all other rights and remedies given it by the terms of this Mortgage and the Financing Agreement and other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Copyrights, Trademarks, Trade Secrets or Licenses may be located.

18. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its successors and assigns, and shall inure to the benefit of Mortgagee and its successors and assigns.

19. Governing Law. This Mortgage has been delivered and accepted in Cincinnati, Ohio, and shall be governed by and construed in accordance with the laws of the State of Ohio.

20. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate then applicable to the loans to Mortgagor under the Financing Agreement. Notwithstanding the foregoing, Mortgagor shall not be obligated hereunder to reimburse Mortgagee for fees, expenses and out-of-pocket costs incurred by Mortgagee to the extent that such amounts are incurred due to Mortgagee's gross negligence or willful misconduct.

21. Headings. Section headings used herein are for convenience only and shall not modify the provisions which they precede.

22. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and the agreements set forth herein.

23. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage.

24. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon full satisfaction of the Obligations and termination of the Financing Agreement and other financing arrangements between Mortgagee and Mortgagor, Mortgagee shall, at Mortgagor's expense, execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be reasonably necessary to re-vest in Mortgagor the Patents, Copyrights, Trade Secrets, Trademarks and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Financing Agreement or other Loan Documents.

IN WITNESS WHEREOF, Mortgagor, by its duly authorized officer, has executed this Mortgage as of the date first above written.

THE PERRY & DERRICK COMPANY

By: Mark E. Derrick
Name: Mark E. Derrick
Title: President

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing Mortgage of Intellectual Property was acknowledged before me this 18th day of January, 1999, by Mark E. Derrick, the President of The Perry & Derrick Company, a Kentucky corporation, on behalf of the corporation.

Renee A. R. Cipriani
Notary Public

Accepted at Cincinnati, Ohio
as of January 19, 1999:



RENEE A. R. CIPRIANI
Notary Public, State of Ohio
My Commission Expires Nov. 18, 2003

STAR BANK, NATIONAL ASSOCIATION

By: David N. Sceva
Name: David N. Sceva
Title: Vice President

p&dintpr.mt2

EXHIBIT A

(Attached to Mortgage of Intellectual Property)

PATENTS

None.

EXHIBIT B

(Attached to Mortgage of Intellectual Property)

COPYRIGHTS

None.

EXHIBIT C

(Attached to Mortgage of Intellectual Property)

TRADE SECRETS

- Customer lists
- Industrial paint formulas
- Architectural paint formulas
- Alkyd formulations
- Laboratory and manufacturing techniques

EXHIBIT D

(Attached to Mortgage of Intellectual Property)

LICENSES

Supply and Licensing Agreement between Harrison Paint Corporation, Harrison Brands, Inc. and Cook & Dunn Enterprises, LLC as "Seller" and Borrower as "Purchaser" dated January 15, 1999.

EXHIBIT E

(Attached to Mortgage of Intellectual Property)

TRADEMARKS AND SERVICE MARKS

- See attached NPCA listing and Borrower has certain label designs which it considers proprietary
- Borrower has submitted an Intent-to-Use Application #75-495571 to the United States Patent and Trademark Office ("USPTO") for the mark "FRESH CHOICE"
- USPTO trademark registration #2064290 for "AQUA PRO"
- USPTO trademark registration #415,946 for "MATCHMAKER"
- USPTO trademark registration #75,508,754 and 1,338,655 for "ENVIRO-COAT"

Welcome to the NPCA Home Page



Results of Trademark Directory Search

TRADEMARK ACRYL-ITE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

TRADEMARK AQUA PRO

HOLDER PERRY & DERRICK COMPANY, THE
CINCINNATI
CINCINNATI , OH 45212

STATUS R

CLASS 2

REGISTRATION 1997-05-27 00:00:00
DATE

GOODS WATER REDUCIBLE COATING PRODUCTS, NAMELY ENAMELS FOR INTERIOR
AND EXTERIOR HARD WEAR SURFACES, VARNISHES, CLEAR FINISHES FOR
INTERIOR AND EXTERIOR WOOD, METAL AND PLASTIC SURFACES, FLOOR
PAINTS AND PAINT PRIMERS FOR CONSUMER AND CONTRACTOR USE

TRADEMARK BIG 4

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

TRADEMARK BRILLIANT COTE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS FIBRATED AND NON-FIBRATED ALUMINUM ROOF AND METAL COATINGS

TRADEMARK CALAC

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS VARNISH

TRADEMARK CAMEO

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS INTERIOR FLAT LATEX PAINT

TRADEMARK CAMEO ACRYLIC LATEX

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS LATEX WALL PAINT

TRADEMARK CAMEO SATIN

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS INTERIOR SEMI-GLOSS LATEX PAINT

TRADEMARK CAMEO SUPREME

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS INTERIOR OIL-BASE ENAMELS

TRADEMARK CAS-A-TONE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE<http://200.221.100.27/database/queries/Trademark.rpt>

11/1/00

GOODS CASEIN PASTE PAINT

TRADEMARK CHAMPION GYM FINISH

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS POLYURETHANE FLOOR VARNISH

TRADEMARK CLASSIC COTE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL BASE AND LATEX HOUSE AND TRIM PAINTS

TRADEMARK CLASSIC COTE-PLUS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ONE COAT OIL AND LATEX BASE HOUSE PAINT

TRADEMARK COLONIAL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

<http://200.221.100.27/adabase/queries/Trademark.DOC>

11/1/00

REGISTRATION
DATE

GOODS SHINGLE STAIN

TRADEMARK COLORALL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMEL STAINS ETC

TRADEMARK CONCRESEAL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE CONCRETE COATING

TRADEMARK DOUBLIT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS SEMI PASTE PAINTS

TRADEMARK DUBL-GARD

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS LATEX AND OIL-BASE PORCH AND FLOOR ENAMEL

TRADEMARK DUBL-LIFE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PORCH & FLOOR PAINT

TRADEMARK DUTCH BRAND

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

TRADEMARK DUTCH BRAND-PLUS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ONE COAT LATEX AND OIL BASE HOUSE PAINTS

TRADEMARK ENAMEL UNDERCOAT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL-BASE WALL PRIMER

TRADEMARK FOIL-GARD

HOLDER FOY-JOHNSTON DIVISION THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ROOF COATING

TRADEMARK FOY-SHIELD

HOLDER FOY-JOHNSTON DIVISION THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS EPOXY

TRADEMARK GRANITE-LIKE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PORCH & FLOOR PAINT - LATEX

<http://200.221.100.27/naibase/queries/Trademark.asp>

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TRADEMARK GUNMETAL (PICTURE OF GUN)

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS BARN PAINT

TRADEMARK HEAVY-DUTY BARN & ROOF

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL-BASE AND LATEX BARN & ROOF PAINTS

TRADEMARK HEAVY-DUTY GLOSS OIL RUST BARN ENL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS INTERIOR/EXTERIOR OIL BASE ENAMEL

TRADEMARK HEAVY-DUTY METAL PRM

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION

<http://206.221.100.27/database/queries/Trademark.DOC>

11/1/00

CLASS 2

REGISTRATION
DATE

GOODS INTERIOR & EXTERIOR WALL PAINTS

TRADEMARK LIQUID SNOW

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMELS & UNDERCOATS

TRADEMARK LUSTER-SPAR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS VARNISHES ETC

TRADEMARK LUSTERALL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMELS VARNISHES PAINTS ETC

TRADEMARK LUSTERATONE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS WALL COATINGS

TRADEMARK LUXURY LIVING

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS INTERIOR LATEX FLAT AND SEMI-GLOSS WALL AND TRIM PAINTS

TRADEMARK LUXURY LIVING-PLUS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ONE COAT LO-LUSTRE LATEX WALL AND TRIM PAINT

TRADEMARK M. P. (IN DESIGN)

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

GOODS WHITE PASTE PAINT

GOODS INTERIOR LO-LUSTRE LATEX PAINT

GOODS	OIL-BASE AND LATEX HOUSE & TRIM PAINT	OIL-BASE AND LATEX WALL AND TRIM
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REGISTRATION

DATE

GOODS ROOF PAINT

TRADEMARK MIRA-CLEAR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS VARNISH & POLYURETHANE

TRADEMARK MODERNE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS STAIN

TRADEMARK MULTI-DUTY

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

TRADEMARK NATURE'S WAY

HOLDER FOY-JOHNSTON DIVISION THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL-BASE WOOD STAINS AND CLEAR FINISHES

TRADEMARK OX BLOOD

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ROOF & BARN PAINT

TRADEMARK PAINTERS COLORED PAINT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PASTE PAINTS

TRADEMARK PAR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

TRADEMARK POOL & PATIO

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS RUBBER-BASED POOL & PATIO PAINT

TRADEMARK PRESTO-NAMEL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL-BASE ENAMEL

TRADEMARK PRO TYPE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMEL HOUSE PAINT VARNISH LATEX WALL FINISH

TRADEMARK PRO-TYPE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT VARNISH ENAMEL PRIMER

TRADEMARK QUALTI-CRAFT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT PRODUCTS

TRADEMARK RED-HEAD

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS BARN PAINTS

TRADEMARK RUSTIC LATEX STAIN

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS SOLID COLOR EXTERIOR LATEX STAIN

TRADEMARK RUSTY METAL PRIMER

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE<http://200.221.100.27/database/queries/Trademark.IDC>

11/1/00

GOODS RUST INHIBITIVE PRIMER

TRADEMARK SEAL-A-FLOOR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS VARNISH OIL

TRADEMARK SEAL-A-WALL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PRIMER AND SEALER

TRADEMARK SHIPSPAR (WITH PICTURE OF SHIP)

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS VARNISHES

TRADEMARK SPARKLE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

<http://206.221.100.27/database/queries/trademark.asp>

11/1/98

REGISTRATION
DATE

GOODS ENAMEL VARNISH STAIN GROUND COLOR

TRADEMARK STAIN-KILL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT SEALER

TRADEMARK STAY-BRIGHT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS LATEX AND OIL BASE HOUSE PAINTS

TRADEMARK STAY-BRIGHT AEROLUM 1000

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT ALUMINUM PAINTS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATEGOODS SPECIALIZED MAINTENANCE PRODUCT FINISHING & DECORATIVE
ALUMINUM COATING

TRADEMARK STAY-BRIGHT ALUMINUM ROOF COATING

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATEGOODS ALUMINUM ASBESTOS ASPHALT PROTECTIVE & DECORATIVE ROOF
COATING

TRADEMARK STAY-BRIGHT ASPHALT ALUMINUM

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS NON-FIBRATED PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT ASTRALUM SILICONE HEAT RESISTING 1200

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT BULK TANK

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT CHEMICAL RESISTANT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT CHROME FINISH 40

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT COLORED ALUMINUM COATINGS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ROOF & CONCRETE SURFACE COATING

TRADEMARK STAY-BRIGHT COLORED ALUMINUM ENAMELS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS GENERAL PURPOSE PAINTS

TRADEMARK STAY-BRIGHT DAMP SURFACE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT DRY-FALL 6

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT EXTERIOR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT GAS CYLINDER

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATINGS

TRADEMARK STAY-BRIGHT GENERAL PURPOSE BRIGHT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT HEAT RESISTING 1200

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATINGS

TRADEMARK STAY-BRIGHT HEAT RESISTING SILICONE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT HEAT/CORROSION RESISTANT 1200

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT INDUSTRIALUM H B

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT METALLIC ENAMEL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS GENERAL PURPOSE GOLD PAINT

TRADEMARK STAY-BRIGHT METALTEX

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT NONTOXALUM

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATINGS

TRADEMARK STAY-BRIGHT SPECIFICATION EXTERIOR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT SPEEDY-DRY

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT STRATOLUM 1600

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PROTECTIVE & DECORATIVE COATING

TRADEMARK STAY-BRIGHT STRONOLITE KILL-RUST

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS RUST INHIBITIVE ALUMINUM MAINTENANCE PAINT

TRADEMARK STIPPL-IT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OILS AND COATINGS

TRADEMARK STOCK-FARM

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION

DATE

GOODS FENCE PAINT

TRADEMARK STOP STAIN

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS WHITE PIGMENTED PRIMER

TRADEMARK STOP-SLIP

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PRIMER

TRADEMARK STYLE GLO

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS LATEX & ALKYD WALL PAINT

TRADEMARK STYLE TONE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS LATEX & ALKYD WALL PAINT

TRADEMARK STYLE-LITE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINTS

TRADEMARK STYLEATOR COLORS

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT PRODUCTS

TRADEMARK SUN FLOWER (ON PICTURE OF SUNFLOWER)

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS BARN PAINT

TRADEMARK SUNTEX

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

TRADEMARK

REEL: 001906 FRAME: 0686

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMELS

TRADEMARK SUPER COATASTONE

HOLDER FOY-JOHNSTON DIVISION THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS WATERPROOF PAINT

TRADEMARK SUPER SEALER

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PVA PRIMER SEALER

TRADEMARK SUPER SPAR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS VARNISH

TRADEMARK SUPERIOR

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMELS

TRADEMARK SUPERSHEEN

HOLDER FOY-JOHNSTON DIVISION THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ALUMINUM PAINT

TRADEMARK SUPREME

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMEL

TRADEMARK SURETY-BOND

HOLDER FOY-JOHNSTON DIVISION THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE<http://200.221.100.27/database/queries/Trademark.asp>

11/1/98

GOODS OIL-BASE HOUSE PAINT

TRADEMARK TEMPERING LIQUID

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT REDUCER

TRADEMARK TILEITE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS FLOOR ENAMEL

TRADEMARK TILENE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS ENAMELS

TRADEMARK TITAN

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

TRADEMARK

REEL: 001906 FRAME: 0689

REGISTRATION
DATE

GOODS PAINT

TRADEMARK TITAN RED

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS BARN & ROOF PAINT

TRADEMARK TRACTOR & IMPLEMENT

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL-BASE ENAMEL

TRADEMARK VINYL-ALL

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT

TRADEMARK VINYL-LITE

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS LATEX WALL PAINT

TRADEMARK W. D. I.

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS HOUSE PAINT

TRADEMARK WALL-CHARM

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS WALL PAINTS

TRADEMARK WALL-SHEEN

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS WALL COATINGS

TRADEMARK WOOD GRIP

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINTS

TRADEMARK **WOOD-DRI**

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL BASE WATER REPELLENT WOOD STAIN

TRADEMARK **WOOD-PRO**

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS OIL BASE WOOD STAINS CLEAR VARNISH AND POLYURETHANE

TRADEMARK **WORTHMORE**

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS HOUSE PAINT

TRADEMARK ZIP-OFF

HOLDER THE PERRY & DERRICK COMPANY CINCINNATI OH

STATUS

CLASS 2

REGISTRATION
DATE

GOODS PAINT AND VARNISH REMOVER

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