

05-25-2001

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BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies): **The Nelson Paint Company of Michigan, Inc.**
State of Michigan_Corporation

2. Name and address of receiving party(ies):
Name: **The Nelson Paint Company**

Address: One Nelson Drive
City: Kingsford State: MI Zip: 49801
Type of Company: Corporation
Corporation-State: Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance: Assignment
Execution Date: **December 31, 2000**

4. A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Thomas A. Miller
Michael Best & Friedrich LLP
100 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-4108

6. Total number of applications and registrations involved: **12**

7. Total fee (37 CFR 3.41):.....\$ 315.00
 Enclosed
 Deficiencies in fee charged to deposit account

05/24/2001 6TON11 00000291 129991

01 FC:481 40.00 DP
02 FC:482 275.00 DP

8. Deposit account number: 13-3080

DO NOT USE THIS SPACE

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.

Thomas A. Miller
Name of Person Signing

Signature

May 21, 2001
Date

Total number of pages including cover sheet, attachments, and document: 4

United States Postal Service Express Mail Mailing Label No. ELEL716054442US

cc: Docketing

TRADEMARK
REEL: 002303 FRAME: 0648

THE NELSON PAINT COMPANY, INC.
SCHEDULE OF INTELLECTUAL PROPERTY

TRADEMARKS

Case No.	Country	Trademark	Status	Application Number	Filing Date
69413-9022	United States of America	SUPER-SPOT	Pending	129991	Sept 18,2000
69413-9023	United States of America	BOUNDARY MARK	Pending	129990	Sept 18,2000
69413-9024	United States of America	ECONO SPOT	Pending	129993	Sept 18,2000
69413-9025	United States of America	ECO SPOT	Pending	129994	Sept 18,2000
69413-9026	United States of America	LOG MARK	Pending	129957	Sept 18,2000
69413-9027	United States of America	TUBE MARK	Pending	129989	Sept 18,2000
69413-9028	United States of America	NEL-SPOT	Pending	129953	Sept 18,2000
69413-9029	United States of America	DURA-BILT	Pending	129534	Sept 18,2000
69413-9030	United States of America	NEL-STAIN	Pending	129992	Sept 18,2000
69413-9033	United States of America	AERO-SPOT	Pending	129988	Sept 18,2000
69413-9019	United States of America	HYDRO SPOT	Allowed	523780	July 23, 1998
69413-9020	United States of America	ENVIRO SPOT	Allowed	523781	July 23, 1998

**ASSIGNMENT OF ASSETS FROM
THE NELSON PAINT COMPANY OF MICHIGAN, INC.
TO THE NELSON PAINT COMPANY**

The Nelson Paint Company of Michigan, Inc., a Michigan corporation ("Company"), assigns to The Nelson Paint Company, a Delaware corporation, all of the Company's interests in the assets used in the line of business known and operated as the Industrial and Specialty Paints business, including specifically (collectively, "Transferred Assets"):

1. Cash, cash equivalents, or securities identified on attached **Exhibit 1**;
2. Accounts receivable or notes receivable identified on attached **Exhibit 2**;
3. Accounts payable, notes payable, or bank loan liabilities identified on attached **Exhibit 3**;
4. Personal property, vehicles, equipment, and fixtures identified on attached **Exhibit 4**;
5. Company's interest in the customer list and the vendor list attached as **Exhibit 5**;
6. Interests in intangible and intellectual property identified on attached **Exhibit 6**;
7. Interests in leases and licensing agreements identified on attached **Exhibit 7**;
8. Interests in contracts identified on attached **Exhibit 8**;
9. All other tangible or intangible property interests utilized in operating the Industrial and Specialty Paints line of business whether identified in the attached exhibits or not.

This Assignment shall become effective as of the completion of the reorganization pursuant to the Agreement and Plan of Reorganization, dated October 20, 2000, between Company and Barbara Nelson Louys, and the First Amendment thereto dated December 8, 2000, which shall cause the assets to be transferred effective as of 12:00 p.m. December 31, 2000.

**The Nelson Paint Company
of Michigan, Inc.**

December 31, 2000

By: Barbara Louys
Barbara Louys, President

TRADEMARK

REEL: 002303 FRAME: 0650

ACCEPTANCE OF TRANSFERRED ASSETS

The Nelson Paint Company accepts the Transferred Assets, and agrees to assume all unperformed contractual obligations associated with the Transferred Assets.

The Nelson Paint Company

December 31, 2000

By: *Barbara Louys*
Barbara Louys, President

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