

11-25-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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RE: 7



102291775

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): MPD  
U.S. Paint Corporation  
10-10-02  
 Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: NOF Corporation  
Internal  
Address: Yebisu Garden Place Tower, 20-3  
Street Address: Ebisu 4-Chome, Shibuya-ku  
City: Tokyo, Japan State: \_\_\_\_\_ Zip: 150-6019  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_  
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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_  
Execution Date: 10/09/02

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s) 76/003,591

B. Trademark Registration No.(s) See attachment

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Mary Catherine Merz, Esq.  
Internal Address: Merz & Associates, P.C.  
Street Address: 1140 Lake Street, Suite 304  
City: Oak Park State: IL Zip: 60301

6. Total number of applications and registrations involved: 13  
7. Total fee (37 CFR 3.41).....\$ 340.00  
 Enclosed      340E  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0277

DO NOT USE THIS SPACE

9. Signature.  
Mary Catherine Merz, Esq.      Mary Catherine Merz      10/09/02  
Name of Person Signing      Signature      Date  
Total number of pages including cover sheet, attachments, and document: 6

11/25/2002 6TON11 00000189 76003591

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:0521 40.00 OP  
02 FC:0522 300.00 OP

TRADEMARK  
REEL: 002621 FRAME: 0646

**DESIGNATION OF DOMESTIC REPRESENTATIVE**

Mary Catherine Merz and Amy Muran Felton of MERZ & ASSOCIATES, P.C., Attorneys at Law, whose postal address is 1140 Lake Street, Suite 304, Oak Park, Illinois 60301-1051, are hereby designated NOF Corporation's representatives upon whom notice or process in proceedings affecting the trademarks may be served.

NOF CORPORATION

Date: 10/9/02

By: Mary Catherine Merz

Mary Catherine Merz  
Attorney for Applicant/Registrant

LIST OF U.S. REGISTRATIONS ASSIGNED  
FROM US. PAINT CORPORATION TO NOF CORPORATION

1.	1,746,673
2.	2,412,221
3.	1,902,276
4.	1,863,000
5.	2,294,338
6.	1,742,637
7.	2,404,218
8.	2,399,806
9.	1,757,852
10.	1,711,013
11.	2,469,135
12.	2,459,355

**GLOBAL ASSIGNMENT AGREEMENT OF  
TRADEMARKS, TRADE NAMES and SERVICE MARKS**

This GLOBAL ASSIGNMENT AGREEMENT OF TRADEMARKS, TRADE NAMES and SERVICE MARKS is made as of the 8th day of February, 2002, between NOF Corporation, a Japanese corporation, and U. S. Paint Corporation, a Delaware corporation.

WHEREAS, NOF Corporation ("NOF"), is a corporation organized and existing under the laws of Japan, having its principal place of business at Yebisu Garden Place Tower, 20-3, Ebisu 4-Chome, Shibuya-ku, Tokyo 150-6019 Japan;

WHEREAS, U.S. Paint Corporation ("U.S. Paint"), is a corporation organized under the laws of Delaware, having its principal offices at 831 South 21st Street, St. Louis, Missouri 63103;

WHEREAS, NOF entered into a license agreement dated December 1, 1989 and amended on April 1, 1993 (collectively "License Agreement") with U.S. Paint where U.S. Paint was granted a license to use certain trademarks, trade names and service marks owned by NOF ("Licensed Trademarks");

WHEREAS, after the License Agreement was entered into, U. S. Paint developed new trademarks, trade names and service marks on behalf of NOF, which are related to, and substantially similar, to the Licensed Trademarks, and are listed on Schedule A attached hereto ("Related Trademarks");

WHEREAS, pursuant to the License Agreement, NOF licensed the Related Trademarks to U. S. Paint and U.S. Paint has used, and is using, the Related Trademarks under the control and authority of NOF;

WHEREAS, pursuant to Paragraphs 2(a) and (b) of the License Agreement, U.S. Paint agreed to not do anything inconsistent with NOF's ownership of the Licensed Trademarks or Related Trademarks and agreed it acquired no right, title or interest in any of the Licensed Trademarks or Related Trademarks;

WHEREAS, through inadvertence, U.S. Paint mistakenly registered certain of the Related Trademarks in its name instead of NOF's name;

WHEREAS, U.S. Paint acknowledges that the proper and true owner of all of the Related Trademarks has been, and currently is, NOF;

WHEREAS, it is the intention of NOF and U.S. Paint, through this Assignment Agreement, to transfer title of the Related Trademarks to NOF, the proper and true owner of the Licensed Trademarks and Related Trademarks; and

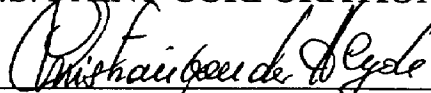
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. U.S. Paint hereby assigns and transfers to NOF, its successors, assigns or other legal representatives, all of its title, and any rights or interest, if any, in and to all of the Related Trademarks listed on Schedule A, and any other registered, pending, or unregistered trademark, trade name, or service mark substantially similar to the Licensed Trademarks or the Related Trademarks, together with any goodwill of the business symbolized by the Related Trademarks and all other substantially related trademarks, trade names or service marks.

2. U.S. Paint hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any official of any jurisdiction whose duty it is to issue trademark registrations, to issue the Certificate of Registration for any registration resulting from the applications listed on the attached Schedule A to NOF, its successors and assigns or other legal representatives, in accordance with the terms of this Assignment Agreement.

3. U.S. Paint hereby agrees to execute any papers and to perform such other proper acts as NOF, or its successors or assigns, may deem reasonably necessary to secure to NOF, or its successors or assigns, the rights hereby assigned.

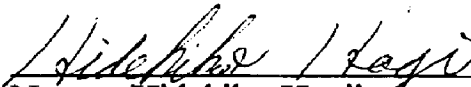
By: U.S. PAINT CORPORATION



Name: Christian von der Hyde

Title: President & CEO

By: NOF CORPORATION



Name: Hidehiko Hagii

Title: General Manager

Intellectual Property Dept.

SCHEDULE A

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
AWLLURE			76/003591	3/18/00
AWL-BRITE	1746673	1/19/93		
AWLCARE (Stylized)	2412221	12/12/00		
AWLCRAFT (Stylized)	1902276	7/4/95		
AWLCRAFT	1863000	11/15/94		
AWLGRIP2 (Stylized)	2294338	11/23/99		
AWL-PREP	1742637	12/29/92		
AWLSTAR	2402218	11/14/00		
AWLWASH (Stylized)	2399806	10/31/00		
PRO-CURE	1757852	3/16/93		
QUIK-GRIP	1711013	9/1/92		
AWLCRAFT ELITE POLYURETHANE	unregistered			
U.S. PAINT CORP. & DESIGN	unregistered			
HI-CAT	2469135	7/17/01		
MAX COR	2459355	6/12/01		