

03-20-2003



102394727

To the Honorable Commissioner, attached original documents or copy thereof.

1. Name of conveying party(ies): Zinsser Co., Inc.

3-19-03

- 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: Zinsser Holdings, LLC

Internal Address:

Street Address: 2628 Pearl Road

City: Medina State: OH Zip: 44856

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company

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

OFFICE OF ORIGINAL RECORDS Z003 MAR 19 AM 11:56 FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: 03/07/03

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

A. Trademark Application No.(s) See Schedule A

B. Trademark Registration No.(s) See Schedule A

Additional number(s) attached Yes No

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

Name: Raymond Rundelli

Internal Address:

CALFEE, HALTER & GRISWOLD LLP

1400 McDonald Investment Center

Street Address: 800 Superior Avenue

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 30

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

03-0172

DO NOT USE THIS SPACE

9. Signature.

03/19/2003 DBYRNE 00000238 2091889

01 FC:8521 02 FC:8522

Raymond Rundelli

Name of Person Signing

Raymond Rundelli

Signature

March 14, 2003

Date

Total number of pages including cover sheet, attachments, and document: 8

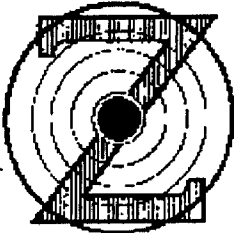


Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

SCHEDULE A

Part I

U.S. Trademark Registrations		
Mark	Reg. Number	Reg. Date
ADD-2	2091889	8/26/1997
B-I-N	1754742	3/2/1993
BULLS EYE	774390	8/4/1964
BULLS EYE 1-2-3	1892877	5/9/1995
BULLS EYE BRAND Z WITH DESIGN 	787040	3/23/1965
COVER-STAIN	1752051	2/9/1993
DIF	506859	2/22/1949
GARDZ	2432271	2/27/2001
GUTZ	2072045	6/17/1997
JOMAX	1698660	7/7/1992
KOVER-STAIN	1345326	6/25/1985
PAPER PLATE	2090163	8/19/1997
PAPER TIGER	1468827	12/15/1987
PEEL STOP	1444706	6/30/1987
PERMA-WHITE	1722885	10/6/1992
RIGHT FROM THE START	1866657	12/13/1994
SHIELDZ	1325298	3/19/1985
SURE-GRIP	2220786	1/26/1999
TARGET	727169	2/6/1962
TEXTURE-OFF	1562910	10/31/1989
THE NAME SAYS IT ALL	1753502	2/23/1993
WALWIZ	2455986	5/29/2001
WATERTITE AND DESIGN 	624778	4/10/1956

U.S. Trademark Registrations

Mark	Reg. Number	Reg. Date
<p>Z WITH DESIGN</p> 	112240	8/22/1916
Z-PRIME	2109189	10/28/1997
ZEAL	1356102	8/27/1985
ZINPOL	1327794	4/2/1985
<p>ZINSSER AND DESIGN</p> 	764545	2/11/1964
<p>ZINSSER W/DESIGN</p> 	1804012	11/16/1993

ASSIGNMENT OF MARKS

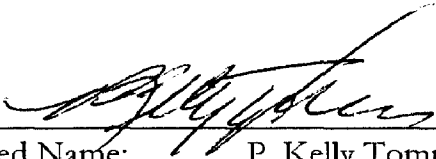
WHEREAS, Zinsser Co., Inc., a New Jersey corporation with offices at 173 Belmont, Somerset, New Jersey 08875 ("Assignor"), has adopted, used and is using in commerce certain trade names and marks in the United States and/or elsewhere (collectively, the "Marks"), including but not limited to those Marks shown on Schedule A attached hereto, and is the owner of the registrations and applications for registration for the Marks also shown in Schedule A; and

WHEREAS, Zinsser Holdings, LLC, a Delaware limited liability company with offices at 2628 Pearl Road, Medina, Ohio 44256 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks, all registrations and applications for registration for the Marks, and the goodwill associated with the Marks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee, effective as of December 30, 2002, all worldwide right, title and interest in and to (i) the Marks, (ii) all registrations and applications for registration of the Marks including but not limited to those shown in Schedule A, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, (iv) all rights of action arising from the Marks, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and (v) the goodwill of the business symbolized by the Marks.

Dated: March 7th, 2003

ASSIGNOR

By: 
Printed Name: P. Kelly Tompkins
Title: Secretary

STATE OF OHIO :
: SS
COUNTY OF MEDINA :

Subscribed and sworn to before me on

March 7, 2003


Notary Public

KARIN J. OWEN
Notary Public, State of Ohio
My Commission Expires 8-29-2006
(Recorded in Medina County)