

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walworks Corporation, Inc.		09/10/2002	CORPORATION: TENNESSEE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Zinsser Co., Inc.
<b>Street Address:</b>	173 Belmont Drive
<b>City:</b>	Somerset
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08875
<b>Entity Type:</b>	CORPORATION: NEW JERSEY

<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Serial Number:</b>	76339106

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(216)241-0816
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	rrundelli@calfee.com
<b>Correspondent Name:</b>	Raymond Rundelli
<b>Address Line 1:</b>	800 Superior Avenue
<b>Address Line 2:</b>	Suite 1400
<b>Address Line 4:</b>	Cleveland, OHIO 44114-2688

<b>NAME OF SUBMITTER:</b>	Raymond Rundelli
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<b>Total Attachments: 2</b> source=wallsolutions#page1.tif source=wallsolutions#page2.tif
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## ASSIGNMENT OF MARKS

WHEREAS, Walworks Corporation, Inc., a Tennessee corporation with offices at 110 29th Avenue North, Suite 300, Nashville, Tennessee 37203 ("Assignor"), has adopted, used and is using in commerce certain 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 applications for registration for the Marks also shown in Schedule A; and

WHEREAS, Zinsser Co., Inc., a New Jersey corporation with offices at 173 Belmont Drive, Somerset, New Jersey 08875 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Marks, the applications for registration for the Marks shown in Schedule A and any registrations issuing therefrom, and the goodwill associated with the Marks;

WHEREAS, contemporaneously with the effective date of this document, Assignee is also acquiring Assignor's business or the portion thereof to which the Marks pertain;

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 September 10, 2002, all worldwide right, title and interest in and to (i) the Marks, including but not limited to those shown on Schedule A attached hereto, (ii) the applications for registration of the Marks, (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.

ASSIGNOR

By: Linda G. Mitchell

Printed Name: Linda G. Mitchell

Title: President

**SCHEDULE A**

**Mark**

**App. No.**

**Basis of Application**



76/339,106

Intent to Use, Section 1(b)