

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DAP Products Inc.		12/04/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	DAP Brands Company
Street Address:	2628 Pearl Road
City:	Medina
State/Country:	OHIO
Postal Code:	44256
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78161304	53

CORRESPONDENCE DATA

Fax Number: (513)421-7269

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5132412324

Email: cwitte@whepatent.com

Correspondent Name: Thomas W. Flynn

Address Line 1: 441 Vine Stret

Address Line 2: 2700 Carew Tower

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:

DAP-529T2-319

NAME OF SUBMITTER:

Thomas W. Flynn

Total Attachments: 1

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CH \$40.00 78161304

ASSIGNMENT OF TRADEMARK APPLICATION

WHEREAS, DAP Products Inc., a Delaware corporation with offices at 2400 Boston Street, Suite 200, Baltimore, Maryland 21224 ("Assignor"), has adopted, used, and is using in commerce the following trademark and has applied for registration thereof:

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U.S. Ser. No. 78/161,304 (the "Mark"); and

WHEREAS, DAP Brands Company, a Delaware corporation, with offices at 2628 Pearl Road, Medina, Ohio 44256 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Mark, the application, any registration issuing therefrom and the goodwill associated with the Mark;

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, all worldwide right, title and interest in and to (i) the Mark, (ii) the application for registration and any registration issuing therefrom, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Mark, (iv) all rights of action arising from the Mark, including all claims for damages by reason of past, present and future infringement of the Mark 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 Mark.

Dated December 4, 2003

ASSIGNOR
DAP Products Inc.

By Julien A. Hecht
Julien A. Hecht
Vice President and General Counsel

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

Subscribed and sworn to before me on this 4th day of December, 2003.

Kathlyn P. McCann
Notary Public

My Commission Expires: June 21, 2005

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KATHLYN P. McCANN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 21, 2005