

07-09-2003



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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

NOF Corporation

7-803

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State JAPAN
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: U.S. Paint Corporation

Internal

Address: \_\_\_\_\_

Street Address: 831 S. 21st St.

City: St. Louis State: MO Zip: 63103

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- 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: June 20, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,134,386

Additional number(s) attached  Yes  No

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

Name: Mary Catherine Merz

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: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0277

(Attach duplicate copy of this page if paying by deposit account)

**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.

Mary Catherine Merz

Name of Person Signing

Mary Catherine Merz  
Signature

7/2/03

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

7

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

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**TRADEMARK**  
**REEL: 002773 FRAME: 0521**

OFFICE OF PATENT RECORDS  
FINANCE SECTION  
2003 JUL -8 PM 3:07

GLOBAL ASSIGNMENT AGREEMENT OF  
TRADEMARKS AND TRADE NAME

This GLOBAL ASSIGNMENT AGREEMENT OF TRADEMARKS and TRADE NAME is made as of the 20th day of June 2003, 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 place of business at 831 South 21st Street, St. Louis, Missouri 63103; and

WHEREAS, it is the intention of NOF and U.S. Paint, through this Assignment Agreement, to transfer title of the trademarks and trade name attached hereto at Schedule A to U.S. Paint;

NOW, THEREFORE, for good and valuable consideration in the amount of \$1.00 (U.S.), the receipt of which is hereby acknowledged:

1. NOF hereby assigns and transfers to U.S. Paint, its successors, assigns or other legal representatives, all of its title, and any rights or interest, in and to all of the trademarks and the trade name listed on Schedule A, and any other registered, pending, or unregistered trademark, trade name, or service mark substantially similar to the trademarks and trade name listed on Schedule A, together with any goodwill of the business symbolized by the trademarks and trade name listed on Schedule A, and all other substantially related trademarks, trade names or service marks; and NOF shall not retain rights in, or obligations with respect to, such trademarks, trade names or service marks.

2. NOF hereby requests the Commissioner of Patents and Trademarks of the United States of America, or any of its offices of any jurisdiction whose duty it is to issue trademark registrations, to record this assignment for a trademark registration listed on the attached Schedule A, and to issue the Certificate of Registration for any registration

resulting from the applications listed on the attached Schedule A to U.S. Paint, its successors and assigns or other legal representatives, in accordance with the terms of this Assignment Agreement.

3. NOF hereby agrees to execute any papers and to perform such other proper acts as U.S. Paint, or its successors or assigns, may deem reasonably necessary to secure to U.S. Paint, or its successors or assigns, the rights hereby assigned. Any cost related to this assignment shall be for the account of U.S. Paint.

U.S. PAINT CORPORATION

By: John J. Duclardt  
Name: John Duclardt  
Title: President and CEO

NOF CORPORATION

By: Hidehiko Hagii  
Hidehiko Hagii  
General Manager  
Intellectual Property Department

SCHEDULE A

WORLDWIDE

TRADE NAME

U.S. PAINT CORPORATION

UNITED STATES

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT	1,134,386	5/6/80	73/177,335	7/6/78
U.S. PAINT CORP. & DESIGN	unregistered			

ARGENTINA

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	1656821	1/27/98	2056352	11/8/96

AUSTRALIA

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	722505	6/26/98	722505	11/22/96

## BRAZIL

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	819648531	4/9/02	819648531	11/12/96

## CANADA

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	TMA486207	11/25/97	828803	11/14/96

## SWITZERLAND

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	439,133	11/5/96	8163/96	11/5/96

## EUROPEAN UNION

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	406181	10/27/98	406181	11/7/96

HONG KONG

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	B04757/199 8	11/6/96	14051/1996 -	11/6/96

HONDURAS

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	68510	4/21/97	11.866/96	11/5/96

ISRAEL

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	108566	2/4/98	108566	11/11/96

KOREA

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	398364	3/5/98	96-50019	11/8/96

MEXICO

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	579494	6/29/98	281264	12/2/96

## NEW ZEALAND

U.S. PAINT CORP. & DESIGN	270179	12/5/97	270179	11/29/96
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## SINGAPORE

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	T96/12083Z	11/7/96	12083/96	11/7/96

## VENEZUELA

<u>MARK</u>	<u>REG</u>	<u>REG DATE</u>	<u>APPL. NO.</u>	<u>APPL DATE</u>
U.S. PAINT CORP. & DESIGN	P-207.930	9/11/98	20237-96	11/26/96