

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                  |                |
|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|

|                       |  |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

CONVEYING PARTY DATA

| Name                  | Formerly | Execution Date | Entity Type             |
|-----------------------|----------|----------------|-------------------------|
| Smiland Paint Company |          | 06/15/2004     | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

|                   |                             |
|-------------------|-----------------------------|
| Name:             | Morwear Manufacturing, Inc. |
| Street Address:   | 9601 Wilshire Blvd.         |
| Internal Address: | Suite 620                   |
| City:             | Beverly Hills               |
| State/Country:    | CALIFORNIA                  |
| Postal Code:      | 90210                       |
| Entity Type:      | CORPORATION: DELAWARE       |

PROPERTY NUMBERS Total: 7

| Property Type        | Number  | Word Mark                        |
|----------------------|---------|----------------------------------|
| Registration Number: | 2268452 | SINCE 1912 MORWEAR PAINT COMPANY |
| Registration Number: | 2266496 | MORWEAR PAINT COMPANY            |
| Registration Number: | 1975773 | MORWEAR                          |
| Registration Number: | 2727726 | PRIMER XCEL                      |
| Registration Number: | 2756365 | ROYAL ISLANDER                   |
| Registration Number: | 2697966 | STYLETONE                        |
| Registration Number: | 2292695 | DESIGNER'S CHOICE                |

CORRESPONDENCE DATA

Fax Number: (213)620-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-955-5579  
 Email: mertman@allenmatkins.com  
 Correspondent Name: Allen Matkins  
 Address Line 1: 515 S. Figueroa St.  
 Address Line 2: 7th Floor

OP \$190.00 2268452

Address Line 4: Los Angeles, CALIFORNIA 90210

NAME OF SUBMITTER:

Matthew J. Ertman, Esq.

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS, DOMAIN NAMES, AND WEBSITES**

WHEREAS, SMILAND PAINT COMPANY, a California corporation with its principal place of business at 620 Lamar Street, Los Angeles, California 90031 (hereinafter referred to as "**Assignor**"), has used and is using, and/or is intending to use, in its business the trademarks set forth in **Schedule A**, attached hereto, as well as certain other words, phrases and devices, including product configurations and trade dress constituting trademarks, both registered and unregistered (which marks may not be identified in **Schedule A**) that are used, have been used or are intended to be used by Assignor in connection with, or are useful to, the manufacturing, distribution, sale, marketing and advertising of paint products (hereinafter the "**Marks**");

WHEREAS, Assignor is the record owner of the domain names morwear.com and morwear.cn (the "**Domains**"), as well as the websites and all associated content and code connected with the Domains (the "**Websites**");

WHEREAS, MORWEAR MANUFACTURING, INC., a Delaware corporation (hereinafter "**Assignee**"), is desirous of acquiring all of Assignor's right, title and interest in and to the said Marks, Domains, and Websites, together with the goodwill of the business associated therewith, and the registrations and applications therefore, along with that portion of the business to which the Marks, Domains, and Websites pertain;

WHEREAS, it is desired that the assignment of said Marks, and registrations and applications therefore, be made of record in the United States Patent and Trademark Office, and other appropriate Patent and Trademark Offices.

WHEREAS, in order to effectuate the assignment of the Domains and Websites, together with the goodwill associated therewith, including all documentation required by the domain name registrar, as well as any additional assignment or transfer document(s) required by Assignor;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, Domains, and Websites, together with the goodwill of the business symbolized by the Marks, Domains, and Websites, and any registrations thereof and any applications therefore, along with that portion of the business to which the Marks, Domains, and Websites, pertain, and all rights to damages and profits, due or accrued, arising out of past infringements of said Marks, Domains, and Websites, and the right to sue for and recover the same.

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As reasonably requested from time to time by Assignee, Assignor shall execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Assignment, including, without limitation, putting Assignee in full possession and operating control of the Marks, Domains, and Websites.

SMILAND PAINT COMPANY

By: Robert Smiland

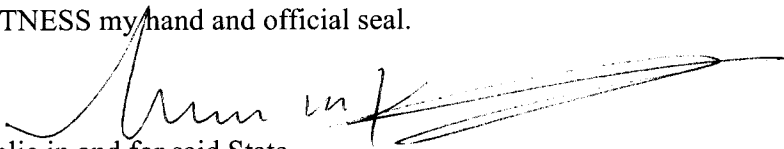
Title: CEO

Dated: June 15, 2004

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On 06-15-2004, before me, MAHSHID H. KASHANI, a Notary Public in and for said state, personally appeared ROBERT M. SMILAND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he/she~~ executed the same in ~~his/her~~ authorized capacity, and that by ~~his/her~~ signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public in and for said State  
(SEAL)



**Registered Marks or Marks for which an Application was Previously Filed**

| <u>Country</u> | <u>Mark</u>                                 | <u>Application No.</u> | <u>Reg. No.</u> | <u>Filing Date</u> | <u>Reg. Date</u> | <u>Status</u> |
|----------------|---|------------------------|-----------------|--------------------|------------------|---------------|
| USA            | Since 1912 Morwear Paint Company (& design) |                        | 2,268,452       | 12/31/97           | 08/10/99         | Live          |
| USA            | Morwear Paint Company                       |                        | 2,266,496       | 12/31/97           | 08/03/99         | Live          |
| China          | Morwear (& design)                          |                        | 1,975,773       | 07/22/94           | 05/28/96         | Live          |
| USA            | Primer Xcel                                 |                        | 2,727,726       | 11/30/00           | 06/17/03         | Live          |
| USA            | Royal Islander                              |                        | 2,756,365       | 10/28/02           | 08/26/03         | Live          |
| USA            | Stylestone                                  |                        | 2,697,966       | 06/17/02           | 03/18/03         | Live          |
| USA            | Designer's Choice                           |                        | 2,292,695       | 10/05/98           | 11/13/99         | Live          |
| USA            | Pure  |                        |                 | 02/04/03           |                  | Dead          |
| USA            | Morwear Built For Value <sup>1</sup>        |                        |                 |                    |                  |               |
| USA            | Color Splash <sup>1</sup>                   |                        |                 |                    |                  |               |

<sup>1</sup>Trademarks are in use, but with no attempt at registration

**Domain Names and Associated Websites**

morwear.com : [www.morwear.com](http://www.morwear.com)

morwear.cn : [www.morwear.cn](http://www.morwear.cn)