

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conco Paint Company		12/19/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	The Sherwin-Williams Company
Street Address:	101 Prospect Avenue NW
City:	Cleveland
State/Country:	OHIO
Postal Code:	44115-1075
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1789055	CONCO
Registration Number:	2398399	CONCO PAINTS
Registration Number:	2451363	CONCO PAINTS
Registration Number:	1847200	CONCO-PRO
Registration Number:	2448116	CONCO PRO
Registration Number:	2478330	CONCO PRO
Registration Number:	1865508	CONCO PRO
Registration Number:	2494706	PRO TECHNOLOGY ... ENGINEERED FOR THE JOB

CORRESPONDENCE DATA	
Fax Number:	(216)515-4400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	216.566.2432
Email:	legal_ip@sherwin.com
Correspondent Name:	Robert E. McDonald, Reg. No. 29,193
Address Line 1:	101 Prospect Avenue NW
Address Line 2:	The Sherwin-Williams Company, Legal Dept

CH \$215.00 1789055

Address Line 4: Cleveland, OHIO 44115-1075

ATTORNEY DOCKET NUMBER:

CONCO ASSIGNMENT

NAME OF SUBMITTER:

Debbie Pankiw

Total Attachments: 3

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ASSIGNMENT OF PROPRIETARY RIGHTS

THIS ASSIGNMENT OF PROPRIETARY RIGHTS ("ASSIGNMENT"), made as of this 19th day of December, 2003, is by and between Conco Paint Company (the "Assignor") and The Sherwin-Williams Company (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a Purchase Agreement, dated of even date herewith (the "Agreement"); and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to all names (including but not limited to "Conco"), patents, patent applications, inventions, marks, formulas (patented and unpatented), symbols, trade names, trademarks, service marks, trade secrets, technical know-how, methods, operations, copyrights, copyright applications, logos, franchises, software, processes (patented and unpatented), process instructions, permits, licenses and sublicenses (and agreements in respect thereof or applications therefor), patent, trademark and copyright prosecution histories, and all other proprietary rights, documents, information and records including, but not limited to, all filings, registrations or issuances of any of the foregoing with or by any federal, state, local or foreign regulatory, administrative or governmental office or offices, and all federal, state and common law rights protecting such in the United States of America and throughout the world related to the Business (as defined in the Agreement) including, but not limited to, those listed on Schedule A, which is attached hereto and made a part hereof (the "Proprietary Rights"); and

WHEREAS, Assignee desires to acquire ownership of the Proprietary Rights and Assignor is willing to convey to Assignee all of its entire right, title and interest in and to the Proprietary Rights; and

NOW, THEREFORE, for the consideration recited in the Agreement and the premises, agreements, covenants and provisions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and delivers to Assignee its entire right, title and interest in and to the Proprietary Rights.
2. Upon Assignee's request, Assignor will execute any and all instruments necessary to effectuate the intent of Section 1 hereof in order to confirm and secure the assignment of Assignor's entire right, title and interest in and to the Proprietary Rights.
3. Upon Assignee's request, Assignor shall transfer to Assignee all existing documents and files available to or in its possession which relate to the Proprietary Rights.

4. Assignor acknowledges that Assignee is relying upon Assignor's representations, warranties and covenants made in the Agreement with respect to the Proprietary Rights as an inducement to entering into this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day first written above.

WITNESSES:

[Signature]
Dandra Peña

CONCO PAINT COMPANY

BY: [Signature]

TITLE: President + CEO

By: William K. Smith, V.P.

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

SS.

On this 19th day of December, 2003, before me personally appeared Robert Smiland & William M. Smiland, who being by me duly sworn, did depose and say that ~~he is~~ ^{they are} an officer of Conco Paint Company and that they executed this Assignment in such capacity.

My Commission Expires:

[Signature]
Notary Public



ACCEPTANCE OF ASSIGNMENT

In consideration of the foregoing Assignment of Proprietary Rights, Assignee hereby accepts from Assignor its entire right, title and interest in and to the Proprietary Rights on the day first written above.

WITNESSES:

[Signature]
[Signature]

THE SHERWIN-WILLIAMS COMPANY

BY: [Signature]

TITLE: Senior VP Corporate Planning & Development

CONFIDENTIAL
C822 - CONCO PAINT COMPANY
U.S. AND FOREIGN MARK PROGRAM

ALPHABETICAL ORDER

Client Affy	CPH District Year Reference	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	STATUS	SCHEDULED ACTIONS
C822 RAG	37888-USA UNITED STATES	TM 02	74747664 1789055	12/23/1992 08/24/1993	REGISTERED	RENEWAL DUE 08/24/2013
C822 RAG/UCH	38104-CAN CANADA	TM 2	893671	10/16/1998	ABANDONED 10/29/2001	SECTIONS PAID DUE RENEWAL DUE 10/24/2010
C822 RAG/UCH	38104-USA UNITED STATES	TM 02	75488699 2398399	05/20/1998 10/24/2000	REGISTERED	SECTIONS PAID DUE RENEWAL DUE 05/15/2011
C822 RAG/UCH	38105-USA UNITED STATES	TM 02	75488304 2451363	05/20/1998 05/15/2001	REGISTERED	RENEWAL DUE 07/26/2004
C822 RAG	37889-USA UNITED STATES	TM 02	74743273 1847200	12/23/1992 07/26/1994	REGISTERED	
C822 RAG/UCH	38107-USA UNITED STATES	TM 2	75488698	05/20/1998 TTU	ABANDONED 09/14/2000	
C822 RAG/UCH	38108-USA UNITED STATES	TM 02	75488116 2448116	05/20/1998 05/01/2001	REGISTERED	SECTIONS PAID DUE RENEWAL DUE 05/01/2011
C822 RAG/UCH	38106-USA UNITED STATES	TM 02	75488306 2478330	05/20/1998 08/14/2001	REGISTERED	SECTIONS PAID DUE RENEWAL DUE 08/14/2011
C822 RAG/UCH	37887-USA UNITED STATES	TM	74742662	12/23/1992	ABANDONED 04/11/2000	
C822 RAG	37890-USA UNITED STATES	TM 02	747398140 1865508	06/02/1993 12/06/1994	REGISTERED	RENEWAL DUE 12/06/2004
C822 RAG/UCH	38110-USA UNITED STATES	TM 02	754587171 2494706	11/12/1998 10/02/2001	REGISTERED	SECTIONS PAID DUE RENEWAL DUE 10/02/2011

TRADE MARK

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