

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
Smiland 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: 4		
Property Type	Number	Word Mark
Serial Number:	78148791	GRIP IT
Serial Number:	78148787	QUICK BLOCK
Serial Number:	76404078	STEP 1
Serial Number:	78141297	STEPONE

CORRESPONDENCE DATA	
Fax Number:	(216)515-4400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2165662432
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
Address Line 4:	Cleveland, OHIO 44115-1075

ATTORNEY DOCKET NUMBER:	SMILAND ASSIGNMENT
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NAME OF SUBMITTER:	Debbie Pankiw
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CH \$115.00 78148791

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 Smiland 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.

CONFIDENTIAL
S916 - SMILAND PAINT COMPANY
U.S. AND FOREIGN MARK PROGRAM

Confidential

ALPHABETICAL ORDER

Client City	CPH Mark Year Refers	Mark Type Class	SERIAL NO. REG. NO.	FILED ISSUED	STATUS	SCHEDULED ACTIONS
S916 RAG/RAH	48692-USA UNITED STATES	TM 02	78/148791	07/30/2002 ITU	ALLOWED 05/27/2003	TRIC ALLOWANCE START USE EXT L DUE 11/27/2003
S916 RAG/RAH	48691-USA UNITED STATES	TM 02	78/148787	07/30/2002 ITU	PENDING	EXAMINER'S AMENDMENT FILE TO ACTION 04/21/2004
S916 RAG/RAH	47014-USA UNITED STATES	TM 02	74/407893 1833099	07/01/1993 03/10/1994	LAESFD 08/09/2002	
S916 RAG/RAH	48156-USA UNITED STATES	TM 02	76/404078	05/06/2002	TURBISHED 10/28/2003	APPLICATION FURNISHED T.P. REGISTRATION CERT 04/28/2004
S916 RAG/RAH	39709-USA UNITED STATES	TM 02	78/141297	07/03/2002 ITU	PENDING	OFFICE ACTION (RAGS) RESPONSE DEADLINE 02/08/2004

RECORDED: 09/13/2004

TRADEMARK
REEL: 002934 FRAME: 0829