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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		12/19/2003	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Sherwin-Williams Company
Street Address:	101 Prospect Avenue NW
City:	Cleveland
State/Country:	ОНЮ
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

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

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
NAME OF SUBMITTER:	Debbie Pankiw

TRADEMARK REEL: 002934 FRAME: 0825 Total Attachments: 3 source=smiland to sw assignment#page1.tif source=smiland to sw assignment#page2.tif source=smiland to sw assignment#page3.tif

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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 fillings, 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.

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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.

BY: Person + CEC
By: Willi, hr. Fringant, v.P.

STATE OF CALIFORNIC

SS.

COUNTY OF Los Angeles

Robert Smiland - Wilson M. Smiland, who being by me duly sworn, did depose and say that he is an officer of Smiland Paint Company and that he executed this Assignment in such capacity.

My Commission Expires:

MARYANN REGISTER Commission # 1282887 Notary Public - California Los Angeles County My Comm. Expires Nov 22, 2004

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:

THE SHERWIN-WILLIAMS COMPANY

TITLE: Senior VP Corporate Planning & Developme

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AN ALPHABETICAL ORDER	7		S916 - SMILA U.S. AND FOR	CONPIDENTIAL S916 - SMILAND PAINT COMPANY U.S. AND FOREIGN MARK PROGRAM	MPANV ROGRAM		CHRISTIE, PARKER & HALE, LLP PLE: S916:30	FILE: \$916:30
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Printed: December 9, 2003