

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Akzo Nobel Aerospace Coatings Inc.		01/01/2005	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	International Paint LLC		
Street Address:	6001 Antoine Drive		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77210-4806		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	845751	ALUMIGRIP	
CORRESPONDENCE DATA			
Fax Number:	(914)693-4236		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 544-7378		
Email:	ipani.trademark@akzonobel.com		
Correspondent Name:	Louis A. Morris		
Address Line 1:	7 Livingstone Avenue		
Address Line 2:	Akzo Nobel Inc. -- IP Department		
Address Line 4:	Dobbs Ferry, NEW YORK 10522-3408		
ATTORNEY DOCKET NUMBER:	19499US1		
NAME OF SUBMITTER:	Louis A. Morris		

CH \$40.00 845751

Signature:

/louis a morris/

Date:

01/25/2006

Total Attachments: 2

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Delaware

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The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AKZO NOBEL AEROSPACE COATINGS INC.", A SOUTH CAROLINA CORPORATION,

WITH AND INTO "INTERNATIONAL PAINT LLC" UNDER THE NAME OF "INTERNATIONAL PAINT LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF DECEMBER, A.D. 2004, AT 8:49 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2005, AT 12:05 O'CLOCK A.M.



3897441 8100M

040910664

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3558413

DATE: 12-17-04

TRADEMARK
REEL: 003233 FRAME: 0381

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is dated this 1st day of January, 2005, between International Paint LLC, a Delaware limited liability company (the "Surviving Entity"), and Akzo Nobel Aerospace Coatings Inc., a South Carolina corporation (the "Merged Entity"). WITNESSETH that:

WHEREAS, both of the constituent entities desire to merge into a single one;

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: The Surviving Entity merges into itself the Merged Entity and said Merged Entity shall be and hereby is merged into the Surviving Entity which shall be the surviving entity.

SECOND: The certificate of conversion of the Surviving Entity shall be in effect on the date of the merger provided for in this Agreement, and shall continue in full force and effect as the certificate of formation of the limited liability company surviving this merger.

THIRD: The disposition following the merger of the stock in the Merged Entity and the membership interest of the Surviving Entity shall be as follows:

- (a) The membership interest of the Surviving Entity which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.
- (b) The Merged Entity and the Surviving Entity are both wholly-owned subsidiaries of the same parent corporation. Accordingly, the stock in the Merged Entity shall not be converted in any manner but shall be surrendered and extinguished.

FOURTH: The terms and conditions of the merger are as follows:


- (a) The operating agreement of the Surviving Entity as it shall exist on the effective date of this Agreement shall be and remain the operating agreement of the Surviving Entity until the same shall be altered, amended and repealed as therein provided.
- (b) The managers and officers of the Surviving Entity shall continue in office until their successors shall have been elected and qualified.
- (c) This merger shall become effective at 12:05 a.m. on January 1, 2005.
- (d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Entity shall be transferred to, vested in and devolve upon the Surviving Entity without further act or deed and all property, rights, and every other interest of the Surviving Entity and the Merged Entity shall be as effectively the property of the Surviving Entity as they were of the Surviving Entity and the Merged Entity respectively. The Merged Entity hereby agrees from time to time, as and when requested by the Surviving Entity or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the Surviving Entity may deem to be necessary or desirable in order to vest in and confirm to the Surviving Entity title to and possession of any property of the Merged Entity acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers of the Merged Entity and of the Surviving Entity are fully authorized in the name of the Merged Entity or otherwise to take any and all such action.


FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated or mutually amended by the governing board of either of the constituent entities at any time prior to the time that the Certificate of Merger filed with the Delaware Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by either the stockholders or the members of the constituent entities shall not (1) alter or change the amount or kind of securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares/units of any class or series thereof of such constituent entity, (2) alter or change any term of the certificate of formation of the Surviving Entity to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent entity.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective governing boards and each of their sole stockholder and sole member have caused these presents to be executed by an officer of each party hereto as the respective act, deed and agreement of said entities on this 1st day of January, 2005.

INTERNATIONAL PAINT LLC

AKZO NOBEL AEROSPACE COATINGS INC.

By 
Charles S.K. Scudder, Secretary

By 
Charles S.K. Scudder, Secretary