

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Lilly Industries (USA), Inc. | | 06/22/1998 | CORPORATION: INDIANA |
| RECEIVING PARTY DATA | | | |
| Name: | Lilly Technologies, Inc. | | |
| Street Address: | 900 Market Street | | |
| Internal Address: | Suite 200 | | |
| City: | Wilmington | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19801 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 808288 | AFTA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (612)373-7313 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 612-375-7322 | | |
| Email: | trademarks@valspar.com | | |
| Correspondent Name: | Andrew Ubel | | |
| Address Line 1: | 1101 South Third Street | | |
| Address Line 4: | Minneapolis, MINNESOTA 55415 | | |
| ATTORNEY DOCKET NUMBER: | 08 1006 0101 | | |
| NAME OF SUBMITTER: | Andrew Ubel | | |
| Signature: | /Andrew Ubel LAD/ | | |
| Date: | 04/10/2006 | | |

OP \$40.00 808288

Total Attachments: 2

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TRADEMARK ASSIGNMENT

Lilly Industries (USA), Inc.
to
Lilly Technologies, Inc.

THIS ASSIGNMENT, effective as of the 22 day of June, 1998, is made and entered into by and between Lilly Industries (USA), Inc., 733 South West Street, Indianapolis, Indiana 46225 (an Indiana corporation) (hereinafter "LILLY USA") and Lilly Technologies, Inc., 900 Market Street, Suite 200, Wilmington, Delaware 19801 (a Delaware corporation) (hereinafter "LILLY TECHNOLOGIES").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LILLY USA hereby conveys, transfers, assigns, and delivers to LILLY TECHNOLOGIES, and its successors and assigns, as a capital contribution, and LILLY TECHNOLOGIES hereby receives, accepts, and assumes, as a capital contribution, all title and interests in and to the trade names, service marks and trademarks listed in the attached Schedule B hereof (the "Marks") the registrations thereto, and the goodwill of the business in which the Marks are used, together with all claims for damages by reason of infringement, with the right to use the same for and collect the same for its own use and for the use of its successors and assigns to have and to hold forever (the "Capital Contribution").

LILLY USA hereby covenants and agrees to and with LILLY TECHNOLOGIES, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY TECHNOLOGIES, and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by LILLY TECHNOLOGIES in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of LILLY USA's assets included within the Capital Contribution.

LILLY TECHNOLOGIES hereby covenants and agrees to and with LILLY USA, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY USA, and its successors or assigns, all such further acts, deeds, assumptions, powers of attorney and assurances as may reasonably be requested by LILLY USA in order to facilitate the assumption by LILLY TECHNOLOGIES of the liabilities of LILLY USA included within the Capital Contribution.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of LILLY USA and LILLY TECHNOLOGIES.

IN WITNESS WHEREOF, LILLY USA and LILLY TECHNOLOGIES have caused this Assignment to be duly executed as of November 18, 1998.

LILLY INDUSTRIES (USA), INC.

LILLY TECHNOLOGIES, INC.

By: Kenneth L. Mills

By: Victoria L. Garrett

Name: Kenneth L. Mills
Title: Director of Corporate Accounting

Name: Victoria L. Garrett
Title: Secretary and Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the parties as agents of the respective corporations and acknowledged the execution of the foregoing assignment for and on behalf of said corporations.

Witness my hand and Notarial Seal this 18 day of November, 1998.

Richard A. Host, Notary Public
residing in MARION County,
in the state of INDIANA

My Commission Expires:
June 16, 2000