

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TMOS/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS / SERVICE MARKS ONLY

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Behr Process Corporation

- Individual(s)
- General Partnership
- Corporation-State California
- Other _____
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Masterchem Industries LLC

Internal Address: _____

Street Address: 3135 Highway M

City: Imperial State: MO ZIP: 63052

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited liability company - Missouri

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 31, 2006

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

78/501,379 78/371,482 78/501,361
78/371,466 78/501,325

Additional numbers

B. Trademark / Service Mark Registration No.(s)

2,986,506

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Leon E. Redman / Masco Corporation

Internal Address: _____

Street Address: 21001 Van Born Road

City: Taylor State: MI ZIP: 48180

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-1981

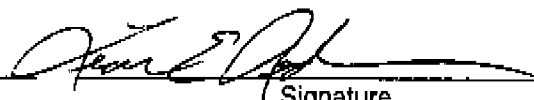
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Leon E. Redman

Name of Person Signing



(Signature)

9/5/06

Date

Total number of pages including cover sheet, attachments, and

4

700285211

Mail documents to be recorded with required cover sheet information to:
Mail Stop Recordation Services
Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 003387 FRAME: 0811

TRADEMARK ASSIGNMENT

WHEREAS, Behr Process Corporation, a California corporation, having an address at 3400 W. Segerstrom Avenue, Santa Ana, California 92704 ("Assignor"), is the owner of the trademarks and corresponding Trademark Registrations and Applications for Registration thereof identified in Attachment A hereto (the "Marks"); and

WHEREAS, Assignor desires to sell, assign and transfer to Masterchem Industries LLC, a Missouri corporation, having an address at 3135 Highway M., Imperial, MO 63052 ("Assignee"), the Marks together with the goodwill of the business symbolized by the Marks and all registrations and applications for registration therefor;

WHEREAS, Assignee desires an assignment of the Mark, registrations and applications for registration thereof, in a form suitable for recording in the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest, whether statutory or at common law, in and to the Marks, together with the goodwill of the business symbolized by the Marks and worldwide rights in the Marks and all registrations and applications for registration therefore, and the right to secure any renewals, reissues, and extensions of any such rights in the United States or any foreign jurisdiction, and to all income, royalties, damages, claims and payments, now or hereafter due or payable with respect thereto, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements. Moreover, Assignor assigns the right to bring suit and collect for infringements thereof, the foregoing to be held and enjoyed forever by Assignee for its own use and benefit and for the use and benefit of its successors and assigns as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor covenants that it is the owner of the Marks and the holder of record title to the registrations and applications for registration therefore.

Assignor agrees to assist Assignee in every way (but at Assignee's expense) to obtain, and if so requested by Assignee, to apply directly for and obtain, in the name and on behalf of Assignee, trademark and other statutory or common law protection for such Marks in any and all countries and to execute any and all papers concerning such Marks that may be considered necessary or helpful by Assignee (i) to apply for and to obtain such trademark and other statutory or common law protections therefore, to enforce the same, and (ii) to effect the assignment and transfer of all title, right, ownership and interest in and to such Marks and the registrations and applications for registration thereof and all rights therein to Assignee or to its successors and assigns.

BEHR PROCESS CORPORATION

By



John Sznewajs

Title Vice President

Date 8/31/06

ATTACHMENT A

Registration No.	Date of Registration	Serial No.	Filing Date	Mark
		78/501,379	10/18/2004	CURECOAT
		78/371,466	2/20/2004	EXPRESSIONS CURECOAT
2,986,506	8/16/2005	78/385,976	3/17/2004	EXPRESSIONS GALLERY
		78/371,482	2/20/2004	EXPRESSIONS NATUREGUARD
		78/501,325	10/18/2004	NATUREGUARD
		78/501,361	10/18/2004	TRUETONE