

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/22/1998

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lilly Industries, Inc.		06/22/1998	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Lilly Industries (USA), Inc.
Street Address:	733 South West Street
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46225
Entity Type:	CORPORATION: INDIANA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2403713	ENVIROTECH

CORRESPONDENCE DATA

Fax Number: (612)375-7313
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-375-7322
 Email: trademarks@valspar.com
 Correspondent Name: Valspar Sourcing, Inc.
 Address Line 1: 1101 South Third Street
 Address Line 4: Minneapolis, MINNESOTA 55415

ATTORNEY DOCKET NUMBER:	08 1819 0101
NAME OF SUBMITTER:	Andrew Ubel
Signature:	/Andrew Ubel LAD/

Date:

11/03/2006

Total Attachments: 2

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NUNC PRO TUNC

TRADEMARK ASSIGNMENT

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

THIS ASSIGNMENT, effective as of the 22nd day of June, 1998, is made and entered into by and between Lilly Industries, Inc., 733 South West Street, Indianapolis, Indiana 46225 (an Indiana Corporation) (hereinafter "LILLY INDUSTRIES") and Lilly Industries (USA), Inc., 733 South West Street, Indianapolis, Indiana 46225 (an Indiana Corporation) (hereinafter "LILLY USA").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LILLY INDUSTRIES hereby conveys, transfers, assigns, and delivers to LILLY USA, and its successors and assigns, as a capital contribution, and LILLY USA 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 A 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 INDUSTRIES 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, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by LILLY USA 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 INDUSTRIES's assets included within the Capital Contribution.

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

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

IN WITNESS WHEREOF, LILLY INDUSTRIES and LILLY USA have caused this Assignment to be duly executed as of JUNE 22, 1998.

LILLY INDUSTRIES, INC.

LILLY INDUSTRIES (USA), INC.

By: William C. Dorris

By: Kenneth L. Mills

Name: William C. Dorris
Title: Vice President of Corporate Development

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

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 18th day of November, 1998.

Richard A. Trost

, Notary Public
residing in MARION County,
in the state of INDIANA

My Commission Expires:

June 16, 2000

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