### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2007

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Columbia Paint & Coatings Co.		12/18/2007	CORPORATION: IDAHO

#### **RECEIVING PARTY DATA**

Name:	The Sherwin-Williams Company
Street Address:	101 Prospect Avenue NW
Internal Address:	1100 Midland Bldg Legal Dept.
City:	Cleveland
State/Country:	ОНЮ
Postal Code:	441151075
Entity Type:	CORPORATION: OHIO

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1943706	WOODTECH

#### **CORRESPONDENCE DATA**

Fax Number: (216)515-4400

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

Phone: 2165662487

Email: legal\_ip@sherwin.com

Correspondent Name: Vivien Y. Tsang, Reg. No. 40,209

Address Line 1: 101 Prospect Avenue NW, Legal Dept.

Address Line 2: The Sherwin-Williams Company Address Line 4: Cleveland, OHIO 441151075

ATTORNEY DOCKET NUMBER:	COLUMBIA ASSIGNMENT
NAME OF SUBMITTER:	Vivien Y. Tsang

TRADEMARK REEL: 003701 FRAME: 0032

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<u>—</u>СН \$40.0

Signature:	/vyt/
Date:	01/22/2008
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## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Columbia Paint & Coatings Co.	)
Conveying Party,	)
and	)
The Sherwin-Williams Company	)
Receiving Party.	)
Mail Stop Assignment Recordation Services	

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

## RECORDATION OF ASSIGNMENT BY MERGER AND NAME CHANGE AND APPOINTMENT OF ATTORNEYS OF RECORD

Dear Sir:

Enclosed, for recordation, please find a photocopy of the Certificate of Merger of Columbia Paint & Coatings Co., an Idaho corporation, with and into The Sherwin-Williams Company, an Ohio corporation, recorded in the Office of Secretary of State of Idaho having an effective date of December 31, 2007.

This merger will cause the "Owner of Record" of the following trademark registration to be The Sherwin-Williams Company:

<u>Mark</u>	Reg. No.
WOODTECH	1943706

1

The undersigned, acting on behalf of The Sherwin-Williams Company, hereby appoints ROBERT E. McDONALD, Reg. No. 29,193 and VIVIEN Y. TSANG, Reg. No. 40,209 and ARTHI K. TIREY, Reg. No. 50,950, and ERYN ACE FUHRER, Reg. No. 44,491 and DERON A. COOK, Reg. No. 52,767 whose address is The Sherwin-Williams Company, 101 Prospect Avenue NW, 1100 Midland Bldg. - Legal Dept., Cleveland, Ohio 441115-1075, and whose telephone number is (216) 566-2432, its attorney and associate attorney, with full power of substitution and revocation to transact all business in the Patent and Trademark Office in connection therewith.

Respectfully submitted,

THE SHERWIN-WILLIAMS COMPANY

Louis E. Stellato

Vice President, General Counsel

and Segretary

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#### **CERTIFICATION**

I, Louis E. Stellato, Vice President, General Counsel and Secretary of The Sherwin-Williams Company, do hereby certify that the attached copy of the Articles of Merger as recorded at the Secretary of State of Idaho, wherein Columbia Paint & Coatings Co., an Idaho corporation, was merged with and into The Sherwin-Williams Company, an Ohio corporation, is a true copy of the original.

STATE OF OHIO ) )SS.

COUNTY OF CUYAHOGA )

BEFORE ME, a Notary Public in and for said county and state, appeared Louis E. Stellato, to me personally known who being sworn, did say that he is the Vice President, General Counsel and Secretary of The Sherwin-Williams Company and that this is a true copy of the Articles of Merger as recorded at the Secretary of State of Idaho, wherein Columbia Paint & Coatings Co., an Idaho corporation, was merged with and into The Sherwin-Williams Company, an Ohio corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this  $2l_5\Gamma$  day of January, 2008.

Notary Public

ouis E. Stellato

DRBURANT G. PANCEW
Notary Public, State of Ohio, Cuy. Cuy.
My Conmission Expirement 14, 2010

## FILED

# ARTICLES OF MERGER OF COLUMBIA PAINT & COATINGS CO., AN IDAHO CORPORATION INTO THE SHERWIN-WILLIAMS COMPANY, AN OHIO CORPORATION

07 DEC 24 PM 1: 25

SECRETARY OF STATE STATE OF IDAHO

FIRST: The name of the surviving entity is The Sherwin-Williams Company, a corporation organized and existing under the laws of Ohio ("Sherwin-Williams"), the laws of which permit this merger. The name and place of organization of the entity being merged into the surviving entity is: Columbia Paint & Coatings Co., a corporation organized and existing under the laws of the State of Idaho and which is subject to the provisions of the Idaho Business Corporation Act ("Columbia Paint").

SECOND: A Plan and Agreement of Merger by and between Sherwin-Williams and Columbia Paint was approved and adopted by the Board of Directors of Columbia Paint in a written action on December 18, 2007.

THIRD: The complete executed Plan and Agreement of Merger is on file at Sherwin-Williams located at 101 Prospect Ave. N.W. Cleveland, Ohio 44115, and a copy of such will be furnished by Sherwin-Williams on request and without cost to any entity which is a party to this merger.

FOURTH: The Amended Articles of Incorporation, as amended, of Sherwin-Williams, an Ohio Corporation, which shall survive the merger, shall be the Amended Articles of Incorporation, as amended, of the surviving corporation.

FIFTH: Sherwin-Williams and Columbia Paint have complied with the laws of Ohio and Idaho, respectively, concerning this merger.

SIXTH: Sherwin-Williams, which shall survive the merger, may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of Sherwin-Williams or Columbia Paint arising from this merger. The address to which a copy of such process shall be mailed by the Idaho Secretary of State is to The Sherwin-Williams Company, 101 Prospect Avenue, N.W., Cleveland, Ohio 44115, Attention: Corporate Secretary, until Sherwin-Williams shall have hereafter designated in writing to said Secretary of State a different address for such purpose.

SEVENTH: This merger shall become effective on December 31, 2007 at 11:59 P.M.

IDAHO SECRETARY OF STATE
12/24/2007 05:00

CK: 160803639 CT: 74104 BH: 1691363
1 0 30.00 = 38.00 MERGER # 2
1 0 28.00 = 28.00 EXPEDITE C # 3

C82632

IN WITNESS WHEREOF, Sherwin-Williams and Columbia Paint have caused these Articles of Merger to be signed by their Vice Presidents and Assistant Secretaries, respectively, this 18<sup>th</sup> day of December, 2007.

THE SHERWIN-WILLIAMS COMPANY

By: ovis E. Stellato,

Vice President

Sean P. Hennessy, Assistant S

COLUMBIA PAINT & COATINGS CO.

Richard A. Legenza, Assistant Secretary

## PLAN AND AGREEMENT OF MERGER OF COLUMBIA PAINT & COATINGS CO. INTO THE SHERWIN-WILLIAMS COMPANY

This Plan and Agreement of Merger (the "Agreement"), dated as of December 19, 2007, is by and between The Sherwin-Williams Company, an Ohio corporation ("Sherwin-Williams") and its wholly-owned subsidiary, Columbia Paint & Coatings Co., an Idaho corporation ("Columbia Paint").

### RECITALS

- A. The Articles of Incorporation of Sherwin-Williams were filed with the Secretary of State of the State of Ohio on July 16, 1884.
- B. The Articles of Incorporation of Columbia Paint were filed with the Secretary of State of the State of Idaho on December 1, 1986.
- C. The authorized capital stock of Sherwin-Williams consists of 300,000,000 shares of Common Stock, par value \$1.00 each and 30,000,000 shares of Serial Preferred Stock without par value.
- D. The authorized capital stock of Columbia Paint consists of 900,000 common shares, par value \$1.00 per share, 526,970 of which are issued and outstanding.
- E. Sherwin-Williams owns 100% of all of the issued and outstanding capital stock of Columbia Paint.
- F. Sherwin-Williams and Columbia Paint desire to effect a merger whereby Columbia Paint will merge into Sherwin-Williams (the "Merger"), with Sherwin-Williams to be the surviving corporation.
- G. The Boards of Directors of Sherwin-Williams and Columbia Paint deem it advisable that Columbia Paint be merged into Sherwin-Williams on the terms and conditions hereinafter set forth and each has adopted this Agreement.
- H. The Sole Shareholder of Columbia Paint deems it advisable that Columbia Paint be merged into Sherwin-Williams on the terms and conditions hereinafter set forth and each has adopted this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Sherwin-Williams and Columbia Paint having complied with all of the conditions of Sections 1701.78 and 1701.80 of the Ohio Revised Code and Section 30-1-1102 of the Idaho Business Corporation Act (the "Laws") have agreed and do hereby agree as follows:

## ARTICLE I. THE MERGER

- 1.1 The Merger. Subject to the terms and conditions of this Agreement and in accordance with the Laws, Columbia Paint shall be merged with and into Sherwin-Williams. At the Effective Time (as defined in Section 1.2 below), the separate existence of Columbia Paint shall cease, and Sherwin-Williams shall continue its existence as the surviving corporation under the laws of the State of Ohio (the "Surviving Corporation"). The name of the Surviving Corporation shall be The Sherwin-Williams Company.
- 1.2 Effective Time. The Merger shall become effective at 11:59 p.m. on December 31, 2007 (the "Effective Time").
- 1.3 <u>Effects of Merger</u>. At the Effective Time, the effects of the Merger shall occur as provided by the Laws. Subject to, and without limiting the foregoing, the following shall also occur at the Effective Time:
- 1.3.1 <u>Articles of Incorporation</u>. The Amended Articles of Incorporation of Sherwin-Williams as in effect immediately prior to the Merger shall continue to be the Amended Articles of Incorporation of the Surviving Corporation.
- 1.3.2 <u>Code of Regulations</u>. The Code of Regulations, as amended, of Sherwin-Williams as in effect immediately prior to the Merger shall continue to be the Code of Regulations, as amended, of the Surviving Corporation.
- 1.3.3 Officers and Directors. The officers and directors of Sherwin-Williams prior to the Merger shall continue as the officers and directors of the Surviving Corporation until each successor officer or director shall be elected and qualified in accordance with the Code of Regulations, as amended, of the Surviving Corporation and the Ohio Revised Code.
- 1.3.4 <u>Assumption of Liabilities</u>. All of the liabilities and obligations of Columbia Paints shall be assumed by the Surviving Corporation.

## ARTICLE II MANNER, BASIS AND EFFECT OF CONVERTING SHARES

- 2.1 <u>Conversion of Shares</u>. At the Effective Time:
  - (a) All of the issued and outstanding capital stock of Columbia Paints shall, by virtue of the Merger, and without further action on the part of the holder thereof, be cancelled and all rights with respect thereof shall cease.
  - (b) All of the issued and outstanding shares of common or preferred stock of Sherwin-Williams (the "Shares") immediately prior to the Merger shall continue as outstanding Shares of the Surviving Corporation with the same rights and privileges and the certificates representing such Shares shall

continue without change as certificates representing the issued and outstanding shares of the Surviving Corporation.

## ARTICLE III MISCELLANEOUS

- 3.1 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original, but such counterparts shall constitute one and the same instrument.
- 3.2 Governing Law. This Agreement shall be construed and interpreted under the laws of the state of Ohio.

IN WITNESS WHEREOF, Sherwin-Williams and Columbia Paints have caused this Agreement to be duly executed by its duly authorized officers as of the day and year first above written.

THE SHERWIN-WILLIAMS COMPANY

COLUMBIA PAINT & COATINGS CO.

ouis E. Stellato

By: Louis E. Stellato Vice President

By:

Sean P. Hennessy, Senior Vice President

Richard A. Legenza Asso Sagrature

## FILED

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SECOND: A Plan and Agreement of Merger by and between Sherwin-Williams and Columbia Paint was approved and adopted by the Board of Directors of Columbia Paint in a written action on December 18, 2007.

THIRD: The complete executed Plan and Agreement of Merger is on file at Sherwin-Williams located at 101 Prospect Ave. N.W. Cleveland, Ohio 44115, and a copy of such will be furnished by Sherwin-Williams on request and without cost to any entity which is a party to this merger.

FOURTH: The Amended Articles of Incorporation, as amended, of Sherwin-Williams, an Ohio Corporation, which shall survive the merger, shall be the Amended Articles of Incorporation, as amended, of the surviving corporation.

FIFTH: Sherwin-Williams and Columbia Paint have complied with the laws of Ohio and Idaho, respectively, concerning this merger.

SIXTH: Sherwin-Williams, which shall survive the merger, may be served with process in the State of Idaho in any proceeding for enforcement of any obligation of Sherwin-Williams or Columbia Paint arising from this merger. The address to which a copy of such process shall be mailed by the Idaho Secretary of State is to The Sherwin-Williams Company, 101 Prospect Avenue, N.W., Cleveland, Ohio 44115, Attention: Corporate Secretary, until Sherwin-Williams shall have hereafter designated in writing to said Secretary of State a different address for such purpose.

SEVENTH: This merger shall become effective on December 31, 2007 at 11:59 P.M.

IDAHO SECRETARY OF STATE
12/24/2007 05:00

CK: 188883639 CT: 74184 BH: 1891363
1 0 38.08 = 38.08 MERGER # 2
1 0 28.06 = 28.08 EXPEDITE C # 3

C82632

IN WITNESS WHEREOF, Sherwin-Williams and Columbia Paint have caused these Articles of Merger to be signed by their Vice Presidents and Assistant Secretaries, respectively, this 18<sup>th</sup> day of December, 2007.

THE SHERWIN-WILLIAMS COMPANY

Loyis E. Stellato Vice President

Sean P. Hennessy, Assistant Secretary

COLUMBIA PAINT & COATINGS CO.

Louis E. Stellato, Vice President

Richard A. Legenza, Assistant Secretary

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- G. The Boards of Directors of Sherwin-Williams and Columbia Paint deem it advisable that Columbia Paint be merged into Sherwin-Williams on the terms and conditions hereinafter set forth and each has adopted this Agreement.
- H. The Sole Shareholder of Columbia Paint deems it advisable that Columbia Paint be merged into Sherwin-Williams on the terms and conditions hereinafter set forth and each has adopted this Agreement.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Sherwin-Williams and Columbia Paint having complied with all of the conditions of Sections 1701.78 and 1701.80 of the Ohio Revised Code and Section 30-1-1102 of the Idaho Business Corporation Act (the "Laws") have agreed and do hereby agree as follows:

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- 2.1 <u>Conversion of Shares</u>. At the Effective Time:
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  - (b) All of the issued and outstanding shares of common or preferred stock of Sherwin-Williams (the "Shares") immediately prior to the Merger shall continue as outstanding Shares of the Surviving Corporation with the same rights and privileges and the certificates representing such Shares shall

continue without change as certificates representing the issued and outstanding shares of the Surviving Corporation.

#### ARTICLE III MISCELLANEOUS

- 3.1 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed shall be an original, but such counterparts shall constitute one and the same instrument.
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IN WITNESS WHEREOF, Sherwin-Williams and Columbia Paints have caused this Agreement to be duly executed by its duly authorized officers as of the day and year first above written.

THE SHERWIN-WILLIAMS COMPANY

COLUMBIA PAINT & COATINGS CO.

Louis E. Stellato Vice President

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Sean P. Hennessy, Senior Vice President

Louis E. Stellato, Vice President

Richard A. Legenza, Asst. Secretary

TRADEMARK
REEL: 003701 FRAME: 0046

**RECORDED: 01/22/2008**