

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rust-Oleum Corporation		05/21/2008	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Rust-Oleum Brands Company		
Street Address:	11 Hawthorn Parkway		
Internal Address:	Legal Dept.		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3345113	THERMAKRETE	
CORRESPONDENCE DATA			
Fax Number:	(847)816-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	847-816-2226		
Email:	mmurphy@rustoleum.com		
Correspondent Name:	Michael T. Murphy - Rust-Oleum Corp.		
Address Line 1:	11 Hawthorn Parkway		
Address Line 2:	Legal Dept.		
Address Line 4:	Vernon Hills, ILLINOIS 60061		
NAME OF SUBMITTER:	Michael T. Murphy		
Signature:	/Michael T. Murphy/		
Date:	05/21/2008		

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Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

WHEREAS, Rust-Oleum Corporation, an Illinois corporation with offices at 11 Hawthorn Parkway, Vernon Hills, Illinois 60061 ("Assignor"), has adopted, used and is using in commerce a certain trade name and mark in the United States and/or elsewhere (hereinafter referred to as the "Mark"), including but limited to the Mark shown on Schedule A attached hereto, and is the owner of the registration for the Mark also shown in Schedule A; and

WHEREAS, Rust-Oleum Brands Company, a Delaware corporation with offices at 11 Hawthorn Parkway, Vernon Hills, Illinois 60061 ("Assignee"), is desirous of acquiring all right, title and interest in and to the Mark, all registrations and applications for registration for the Mark, and the goodwill associated with the Mark;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee, effective as of May 21, 2008, all worldwide right, title and interest in and to (i) the Mark, (ii) all registrations and applications for the registration of the Mark including but not limited to the Mark shown in Schedule A, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Mark, (iv) all rights of action arising from the Mark, including all claims for damages by reason of past, present and future infringement of the Mark and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and (v) the goodwill of the business symbolized by the Mark.

Dated: May 21, 2008

ASSIGNOR

By: *Stephen J. Gillmann*
Stephen J. Gillmann
Vice President - Administration

ACCEPTED:

ASSIGNEE

By: *Michael T. Murphy*
Michael T. Murphy
Vice President & Assistant Secretary

State of Illinois)
) ss
County of Lake)

Subscribed and sworn to before me on
May 21, 2008.

Alice Starr
Notary Public



SCHEDULE A

Trademark	Reg. Date	Reg. No.
THERMAKRETE	November 27, 2007	3,345,113