

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
Zinsser Co., Inc.		10/19/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Mantrose-Haeuser Co., Inc.		
Street Address:	1175 Post Road East		
City:	Westport		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	CORPORATION: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2821393	CERTISEAL	
Registration Number:	2860199	CERTICOAT	
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:	10/28/2008		

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Total Attachments: 1
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ASSIGNMENT OF TRADEMARKS

WHEREAS, Zinsser Co., Inc., a corporation of New Jersey, with offices at 173 Belmont, Somerset, New Jersey, 08875, ("Assignor"), is the owner of the CERTICOAT trademark, United States Registration No. 2,860,199 registered on July 6, 2004, and the CERTISEAL trademark, United States Registration No. 2,821,393, registered on March 9, 2004, (collectively referred to herein as the "Marks"); and

WHEREAS, Mantrose-Haeuser Co., Inc., a corporation of Massachusetts, with offices at 1175 Post Road East, Westport, CT 06880, ("Assignee"), has been using the Marks on its products under a license with Zinsser Co., Inc. and is desirous of acquiring all right, title and interest in and to the Marks, all registrations and applications for registration for the Marks, and the goodwill associated with the Marks;

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 October 10, 2008, all worldwide right, title and interest in and to (i) the Marks, (ii) all registrations and applications for registration of the Marks, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, (iv) all rights of action arising from the Marks, including all claims for damages by reason of past, present and future infringement of the Marks 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 Marks.

Dated: 10/19/08

ASSIGNOR

By: Thomas J. McNicholas
Thomas J. McNicholas
Sr. Vice President,
Marketing and General Manager

State of New Jersey)
County of Middlesex) SS

Subscribed and sworn to before me on Oct. 19th, 2008.

By: Kimberly Cordes
Notary Public

(SEAL) **KIMBERLY CORDES**
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 3/21/2010