

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BASF CORPORATION		10/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PPG INDUSTRIES OHIO, INC.
Street Address:	3800 West 143rd Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1585229	FIRST COAT
Registration Number:	1714871	MIRACOAT
Registration Number:	2815438	ULTRA COOL
Registration Number:	3017134	SUPERL
Registration Number:	3445029	ULTRA-CLEAR
Registration Number:	3535410	GARASHIELD
Serial Number:	78235832	PANEL GUARD SP
Serial Number:	78860678	COOLADILLO
Serial Number:	77365319	VARI-COOL
Serial Number:	77568951	ULTRAMET

CORRESPONDENCE DATA

Fax Number: (212)246-8959
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-708-1870

CH \$265.00 1585229

Email: lbryer@ladas.com
Correspondent Name: Ladas & Parry LLP
Address Line 1: 26 West 61st Street
Address Line 4: New York, NEW YORK 10023

ATTORNEY DOCKET NUMBER:	NTMA 080928:753
NAME OF SUBMITTER:	Lanning G. Bryer
Signature:	/lgb/
Date:	12/29/2008

Total Attachments: 16

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of the 1st day of October 2008 (the "Effective Date"), by and between **BASF Corporation** ("Assignor") and **PPG Industries Ohio, Inc.** ("Assignee"), (Assignor and Assignee are sometimes referred to hereinafter collectively as the "Parties" and individually as a "Party").

RECITALS

A. Assignor is the owner of certain trademarks, trademark applications and common law trademarks set forth on Appendix K(1) (the "Assigned Trademarks").

B. Pursuant to an Asset Purchase Agreement dated as of September 22, 2008 by and between Assignor and PPG Industries, Inc., the parent company of Assignee (the "Asset Purchase Agreement"), Assignee is concurrently herewith purchasing, among other things, certain assets of which are used in the industrial paint and coatings industry.

C. In connection with the transactions contemplated by the Asset Purchase Agreement, Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, to Assignee, and Assignee desires to accept such assignment.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and agreements set forth herein and in the Asset Purchase Agreement, Assignor and Assignee mutually agree as follows:

1. Definitions of Assigned Trademarks. The term "Assigned Trademarks" shall mean those trademark registrations, pending registrations and unregistered marks listed in Appendix K(1), as well as: (a) all common law rights therein; (b) all goodwill of the business of Assignor connected with the use thereof, as well as symbolized thereby; (c) all renewals thereof; (d) all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and payments for past or future infringements thereof.

2. Assignment of the Assigned Trademarks. Subject to the terms, conditions, and limitations set forth herein, Assignor hereby sells, assigns, conveys, and transfers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Assigned Trademarks. The Assignee shall therefore have the right, from today on, to consider itself the sole owner of the Assigned Trademarks, to use them as trademarks of its own or else to dispose of them as best suits its interest, without giving rise to any claim whatsoever in this respect on the part of the Assignor in any event or at any time. Assignor agrees to hereafter recognize Assignee's sole and exclusive and unqualified ownership, right, title and interest in and to the Assigned Trademarks. Assignor shall not directly or indirectly challenge the validity, enforceability, or ownership by Assignee of the Assigned Trademarks, or claim adversely to Assignee any right, title and interest in and to the Assigned Trademarks and Assignor agrees to

furnish, upon the request of Assignee, a written consent in support of any applications which may be filed by the Assignee

3. Further Assurances. Assignor shall provide Assignee, its successors, and assigns, or their legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation as may be reasonably required): (i) in the prosecution and maintenance of the Assigned Trademarks; (ii) in the prosecution or defense of any opposition, infringement, or other proceeding that may arise in connection with the Assigned Trademarks, including, without limitation, providing Assignee with any reasonably requested information regarding use of the Assigned Trademarks in connection with the prior manufacture, promotion, sale, and advertising of any products bearing the Assigned Trademarks; (iii) in the implementation, recordal, or perfection of this Assignment, and (iv) in otherwise effectuating the transactions contemplated by this Assignment.

4. Relationship to the Asset Purchase Agreement. The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment to the extent indicated in the Asset Purchase Agreement.

5. Transfer of Files. Assignor agrees to provide Assignee with any documentation, correspondence and files in its possession relating to the Assigned Patents and will instruct its attorneys to transfer all such files, documentation, and correspondence, including, without limitation, any and all original Certificates of Registrations to Assignee or its attorneys.

6. General Provisions.

(a) Merger and Integration. This Assignment, along with the Asset Purchase Agreement and the other agreements to be delivered pursuant to the terms of the Asset Purchase Agreement, represent the entire understanding of the Parties with respect to the subject matter of this Assignment and supersede all prior agreements, written or oral, concerning the subject matter hereof, and may not be changed or modified in any regard except by an instrument in writing and signed by the Parties hereto. In the event of any conflict between the terms and conditions of this Agreement and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement will control

(b) Severability. It is expressly agreed that if any term or provision of this Assignment is invalid or unenforceable in any jurisdiction, then such provision in such jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction.

(c) No Waiver. The failure of any Party at any time to require performance of any provision of this Assignment shall not affect the right of any Party to require full

performance thereafter; a waiver by any Party of a breach of any provision of this Assignment shall not constitute a modification of this Assignment or prevent that Party from again enforcing such term or condition in the future with respect to subsequent events.

(d) Relationship of the Parties. The relationship established between the Parties by this Assignment shall be solely that of assignor and assignee. Neither Party hereto shall have any right or shall attempt to enter into contracts or commitments on behalf of the other Party or to bind the other Party in any respect whatsoever.

(e) Counterparts; Facsimile Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. This Assignment may be signed by facsimile, and facsimile signatures shall be binding, but the Parties shall provide each other with originally signed copies of the Assignment as soon as possible thereafter.

(f) Captions. The captions in this Assignment are intended solely as a matter of convenience and shall be given no effect in the construction or interpretation of this Assignment.

(g) Recitals. The Parties agree that the recitals prior to Section 1 of this Assignment are true and correct and are hereby incorporated herein by this reference.

(h) Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, USA.

[Remainder of page intentionally left blank – signature page to follow]

IN WITNESS WHEREOF, this Assignment has been duly executed as of the date first written above.

ASSIGNOR:

BASF CORPORATION

By: Joseph C. Breunig

Name: Joseph C. Breunig

Title: Executive Vice President



STATE OF New Jersey)

COUNTY OF Monmouth)

On this 29 day of Sept., 2008, there appeared before me Joseph C. Breunig personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of BASF Corporation.

(SEAL)

Mary Erin Brennan
Notary Public, State of _____

MARY ERIN BRENNAN
A Notary Public of New Jersey
My commission expires: April 15, 2013

ASSIGNEE:

PPG INDUSTRIES OHIO, INC.

By: Maurice V. Peconi

Name: _____

Title: _____

STATE OF Pennsylvania)

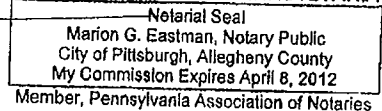
COUNTY OF Allegheny)

On this 30 day of Sept., 2008, there appeared before me Maurice V. Peconi personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of ASSIGNEE.

(SEAL)

Marion G. Eastman
Notary Public, State of _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal



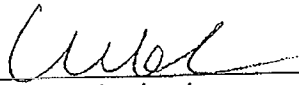
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CERTIFICATE OF ASSISTANT SECRETARY

The undersigned, Keith H. Ansbacher, a duly elected and qualified Assistant Secretary of **BASF CORPORATION**, a Delaware corporation ("BASF"), hereby certifies as follows:

1. that BASF is a party to that certain Asset Purchase Agreement between BASF and PPG Industries, Inc. (the "Purchaser") dated as of September 22, 2008 (the "Asset Purchase Agreement");
2. that all capitalized terms not defined herein shall have the definitions ascribed to them in the Asset Purchase Agreement;
3. that this Certificate is provided pursuant to Section 6.2(d)(i) of the Asset Purchase Agreement;
4. that BASF has performed in all material respects its agreements and obligations contained in the Asset Purchase Agreement required to be performed by it at or before the Closing; and
5. that the representations and warranties made by BASF in the Asset Purchase Agreement are true and correct in all respects (in the case of any representation or warranty containing any materiality qualification) or in all material respects (in the case of any representation or warranty not containing any materiality qualification) as of the date of the Asset Purchase Agreement and as of the Closing Date (except for those representations and warranties that address matters as of a particular date, which, need be true only as of such date);

IN WITNESS WHEREOF, I have subscribed my name and affixed the Corporate Seal as of this ____ day of _____, 2008.



Keith H. Ansbacher

[SEAL]

UNITED STATES OF AMERICA

SCHEDULE APPENDIX K (1)

FIRST COAT	No. 1585229 Dated: March 6, 1990
MIRACOAT	No. 1714871 Dated: September 15, 1992
ULTRA COOL	No. 2815438 Dated: February 17, 2004
SUPERL	No. 3017134 Dated: November 22, 2005
ULTRA-CLEAR	No. 3445029 Dated: June 10, 2008
GARASHIELD	No. 3535410 Dated: November 18, 2008
PANEL GUARD SP	Application No. 78/235832 Filed: April 9, 2003
COOLADILLO	Application No. 78/860678 Filed: April 13, 2006
VARI-COOL	Application No. 77/365319 Filed: January 7, 2008
ULTRAMET	Application No. 77/568951 Filed: September 12, 2008

UNITED STATES OF AMERICA

POWER OF ATTORNEY

The undersigned hereby appoints, jointly and severally with full power of substitution:

ALLAN S. PILSON

DANIEL F. ZENDEL

LANNING G. BRYER

DENNIS S. PRAHL

MARY A. MOY

members of the Bar of the State of New York, c/o Ladas & Parry LLP, 26 West 61st Street, New York, New York 10023, United States of America, to record assignments, mergers, consolidations, changes of name and changes of address and to take all action with respect to the following Trademark Registration or Application for Trademark Registration:

FIRST COAT

No. 1585229

Dated: March 6, 1990

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

By Rita Bergstrom
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

UNITED STATES OF AMERICA

POWER OF ATTORNEY

The undersigned hereby appoints, jointly and severally with full power of substitution:

ALLAN S. PILSON

DANIEL F. ZENDEL

LANNING G. BRYER

DENNIS S. PRAHL

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MIRACOAT

No. 1714871

Dated: September 15, 1992

PPG INDUSTRIES OHIO, INC.

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By Rita Bergstrom
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

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ULTRA COOL

No. 2815438

Dated: February 17, 2004

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

By *Rita Bergstrom*
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

UNITED STATES OF AMERICA

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SUPERL

No. 3017134

Dated: November 22, 2005

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

BY *Rita Bergstrom*
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

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ULTRA-CLEAR

No. 3445029

Dated: June 10, 2008

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

By Rita Bergstrom
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

UNITED STATES OF AMERICA

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GARASHIELD

No. 3535410

Dated: November 18, 2008

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

BY *Rita Bergstrom* [Title]
Rita Bergstrom
Assistant Secretary

December 23, 2008
[Date]

UNITED STATES OF AMERICA

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PANEL GUARD SP

Application No. 78/235832
Filed: April 9, 2003

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

BY *Rita Bergstrom*
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

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COOLADILLO

Application No. 78/860678
Filed: April 13, 2006

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December 23, 2008

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VARI-COOL

Application No. 77/365319

Filed: January 7, 2008

PPG INDUSTRIES OHIO, INC.

[Corporate Seal]

By Rita Bergstrom
Rita Bergstrom [Title]
Assistant Secretary

December 23, 2008

[Date]

