

OCT - 7

10-13-2009



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RECORDATION FORM COVER SH TRADEMARKS ONL

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

50.6.01

1. Name of conveying party(ies):

PROGRESS PAINT MFG. CO.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: Kentucky
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) AUGUST 24, 2009

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CALIFORNIA PRODUCTS CORPORATION

Internal Address: _____

Street Address: 150 Dascons Road

City: Andover

State: Massachusetts

Country: USA Zip: 01810

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship MASSACHUSETTS
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE SCHEDULE "A" ATTACHED.

B. Trademark Registration No.(s)

SEE SCHEDULE "A" ATTACHED.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

13 WORD MARKS AND 3 DESIGNS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: ROGER M. IORIO, ESQ.

Internal Address: COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A.

Street Address: 25 MAIN STREET

City: HACKENSACK

State: NJ Zip: 07601

Phone Number: 201-525-6312

Fax Number: 201-678-6312

Email Address: RIORIO@COLESCHOTZ.COM

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$415.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/13/2009 DBYRNE 00000001 1717994
 Deposit Account Number _____ 40.00
 01 FL 0521
 02 FC 0522
 Authorized User Name _____ 375.00

9. Signature:

Signature

OCTOBER 7, 2009

Date

ROGER M. IORIO, ESQ.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A**TRADEMARKS**

MARKS	REG. NO.	GRANTED
COLOR CLASSICS	1,717,994	9/22/1992
DURALUX	1,105,852	11/14/1978
FIXALL	101,522	12/22/1914
K (DESIGN) K WITH POURING PAINT CAN	1,242,481	6/21/1983
MARINE "PAINT" AND "VARNISH" ALONG WITH THE LOGO OF THE SEAHORSE AND WHEEL	1,295,378	9/18/1984
PRO-PLASTIC	741,518	12/4/1962
PROGRESS INDUSTRIAL	2,700,271	3/25/2003
PROGRESS PROFESSIONAL	2,700,234	3/25/2003
GRAYSEAL	2,700,233	3/25/2003
KURFEES	939,487	8/1/1972
SPRAY ANYWAY	3,381,418	2/12/2008
RUSTPLATE	1,194,578	5/4/1982
PROTITE	0,921,007	9/28/1971

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
EXTRAORDIN-AIRE	77703342	MARCH 31, 2009
LOGO OF FANCIFUL PAINT BRUSH DEPICTING BRISTLES IN THE FORM OF GREEN GRASS	77723605	APRIL 28, 2009
GREEN PLEDGE	77723613	APRIL 28, 2009

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made as of August 24, 2009 by **PROGRESS PAINT MFG. CO.**, a Kentucky corporation ("Assignor") to **CALIFORNIA PRODUCTS CORPORATION**, a Massachusetts corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, registrations, trade names and trade styles set forth on Schedule A attached hereto and the goodwill of the business symbolized by each of the trademarks, service marks, trade names and trade styles (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 7, 2009 (the "Purchase Agreement") pursuant to which Assignor has agreed to sell, assign and transfer and Assignee has agreed to purchase and accept from Assignor substantially all of the assets of Assignor, including, without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee desire to further memorialize the assignment and assumption of the Trademarks pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Assignment, the undersigned hereby agrees as follows:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee its entire right, title and interest in and to the Trademarks, together with the goodwill connected with and symbolized by the Trademarks, free and clear of all liens, claims and encumbrances, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment shall also include all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks in and to all causes of action (at law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under this Assignment. Notwithstanding the forgoing, the representations and warranties of Assignor set forth in the Purchase Agreement shall in no way be limited, extended, modified or amended by anything contained in this Assignment.

2. Cooperation. Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Trademarks.


3. Governing Law. This Assignment shall be governed by the laws of the Commonwealth of Kentucky (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters including, but not limited to, matters of validity, construction, effect and performance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademarks as of the day and year first above written.

ASSIGNOR:

PROGRESS PAINT MFG. CO.

By: 

Name: Noel Booker

Title: President