

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/22/1998		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Lilly Industries (USA), Inc.		11/18/1998
			Entity Type
			CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Lilly Technologies, Inc.		
Street Address:	900 Market Street		
Internal Address:	Suite 200		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2300352	GUARDSMAN
CORRESPONDENCE DATA			
Fax Number:	(612)486-7979		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-851-7322		
Email:	trademarks@valspar.com		
Correspondent Name:	Valspar Sourcing, Inc.		
Address Line 1:	P.O. Box 1461		
Address Line 4:	Minneapolis, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	08 2225 0101-GUARDSMAN		
NAME OF SUBMITTER:	Andrew Ubel		
Signature:	/Andrew Ubel LAD/		

OP \$40.00 2300352

Date:

12/09/2009

Total Attachments: 2

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NUNC PRO TUNC

TRADEMARK ASSIGNMENT

Lilly Industries (USA), Inc.
to
Lilly Technologies, Inc.

THIS ASSIGNMENT, effective as of the 22 day of June, 1998, is made and entered into by and between Lilly Industries (USA), Inc., 733 South West Street, Indianapolis, Indiana 46225 (an Indiana corporation) (hereinafter "LILLY USA") and Lilly Technologies, Inc., 900 Market Street, Suite 200, Wilmington, Delaware 19801 (a Delaware corporation) (hereinafter "LILLY TECHNOLOGIES").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LILLY USA hereby conveys, transfers, assigns, and delivers to LILLY TECHNOLOGIES, and its successors and assigns, as a capital contribution, and LILLY TECHNOLOGIES hereby receives, accepts, and assumes, as a capital contribution, all title and interests in and to the trade names, service marks and trademarks listed in the attached Schedule B hereof (the "Marks") the registrations thereto, and the goodwill of the business in which the Marks are used, together with all claims for damages by reason of infringement, with the right to use the same for and collect the same for its own use and for the use of its successors and assigns to have and to hold forever (the "Capital Contribution").

LILLY USA hereby covenants and agrees to and with LILLY TECHNOLOGIES, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY TECHNOLOGIES, and its successors or assigns, all such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as may reasonably be requested by LILLY TECHNOLOGIES in order to facilitate and evidence the conveyance, transfer, assignment and delivery, or to aid and assist in collecting or reducing to possession, any or all of LILLY USA's assets included within the Capital Contribution.

LILLY TECHNOLOGIES hereby covenants and agrees to and with LILLY USA, and its successors and assigns, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to LILLY USA, and its successors or assigns, all such further acts, deeds, assumptions, powers of attorney and assurances as may reasonably be requested by LILLY USA in order to facilitate the assumption by LILLY TECHNOLOGIES of the liabilities of LILLY USA included within the Capital Contribution.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of LILLY USA and LILLY TECHNOLOGIES.

IN WITNESS WHEREOF, LILLY USA and LILLY TECHNOLOGIES have caused this Assignment to be duly executed as of November 18, 1998.

LILLY INDUSTRIES (USA), INC.

LILLY TECHNOLOGIES, INC.

By: Kenneth L. Mills

By: Victoria L. Garrett

Name: Kenneth L. Mills
Title: Director of Corporate Accounting

Name: Victoria L. Garrett
Title: Secretary and Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the parties as agents of the respective corporations and acknowledged the execution of the foregoing assignment for and on behalf of said corporations.

Witness my hand and Notarial Seal this 18 day of November, 1998.

Richard A. Frost, Notary Public
residing in MARION County,
in the state of INDIANA

My Commission Expires:
June 16, 2000