

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
Newell Operating Company		07/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	True Value Company		
Street Address:	8600 West Bryn Mawr Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60631-3505		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1410565	MASTER PAINTER	
CORRESPONDENCE DATA			
Fax Number:	(612)332-9081		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612/336-4615		
Email:	rerickson@merchantgould.com		
Correspondent Name:	Christopher J. Schulte		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	14972.578US01		
NAME OF SUBMITTER:	Christopher J. Schulte		
Signature:	/Christopher J. Schulte/		
Date:	07/22/2010		

OP \$40.00 1410565

900167589

TRADEMARK
REEL: 004246 FRAME: 0860

Total Attachments: 1

source=14972.578us01 assign_20100721151602#page1.tif

QUITCLAIM ASSIGNMENT

WHEREAS, Newell Operating Company (d/b/a Shur Line), a Delaware corporation ("Assignor") is the owner of the trademark MASTER PAINTER and U.S. Registration No. 1410565 therefor (the "Trademark")

WHEREAS Assignor and True Value Company, a Delaware corporation ("Assignee") are parties to a Master Purchase Agreement dated January 2006 (the "Agreement") pursuant to which Assignor has agreed to assign the Trademark to Assignee pursuant to certain conditions precedent set forth in the Agreement;

WHEREAS, Assignee has satisfied those conditions;

WHEREAS, Assignor desires to convey, transfer and assign to Assignee all of Assignor's worldwide rights, title, and interest, if any, in the Trademark (subject to the rights granted to Assignor set forth herein); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's worldwide rights, title and interest in the Trademark; and

NOW, THEREFORE, for the consideration set forth in the Agreement, and other valuable and legally sufficient consideration acknowledged by the Assignor to have been received in full:

1. In exchange for \$1.00 and other good and valuable consideration, Assignor does hereby sell, convey, assign and transfer to Assignee, all of Assignor's worldwide rights, title and interest, if any, in the Trademark, together with the goodwill of the business symbolized by such Trademark.
2. Assignor hereby disclaims all warranties, both express and implied, with respect to the Trademark and Assignor's rights thereto, including any warranty of title.
3. The terms and covenants of this Assignment shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its subsidiaries, and their respective heirs, legal representatives and assigns.
4. This Assignment does not convey any rights of Assignor other than those required to be transferred under the Agreement or create any obligations for Assignor in addition to those provided under the Agreement.

IN TESTIMONY WHEREOF, Assignor has executed this Quitclaim Assignment this 8th day of July, 2010.

Newell Operating Company

By: _____

Its: _____

[Signature]
Corporate Secretary