

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TLP Ventures LLC		10/29/2010	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rust-Oleum Brands Company		
<b>Street Address:</b>	11 Hawthorn Parkway		
<b>Internal Address:</b>	Legal Dept.		
<b>City:</b>	Vernon Hills		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219706	SMARTPRIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(847)816-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	847-816-2226		
<b>Email:</b>	mmurphy@rustoleum.com		
<b>Correspondent Name:</b>	Michael T. Murphy, Rust-Oleum Corp.		
<b>Address Line 1:</b>	11 Hawthorn Parkway		
<b>Address Line 2:</b>	Legal Dept.		
<b>Address Line 4:</b>	Vernon Hills, ILLINOIS 60061		
<b>NAME OF SUBMITTER:</b>	Michael T. Murphy		
<b>Signature:</b>	/Michael T. Murphy/		
<b>Date:</b>	12/13/2010		

CH \$40.00 3219706

Total Attachments: 1  
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered this 29 day of October, 2010 by and between, TLP Ventures LLC, a limited liability company of Florida having as address at P.O. Box 370192, West Hartford, CT 06137 ("Assignor") and Rust-Oleum Brands Company, a Delaware Corporation, having an address of 11 Hawthorn Parkway, Vernon Hills, IL 60061 ("Assignee").

WHEREAS, Assignor has acquired all the rights to own and use the trademark SMARTPRIME, U.S. Reg. No. 3219706, for use on paint, paint primer and primer oil products; ("Trademark"), and

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, its entire worldwide right, title, and interest in, to and under the Trademark, together with the goodwill of the business connected with the use of and symbolized by the Trademark;

NOW, THEREFORE, in consideration, of payment to Assignor of \$1.00, Assignor hereby sells, assigns and transfers to Assignee its entire worldwide right, title, and interest in, to, and under the Trademark, and the applications and registrations therefore, together with the goodwill of the business connected with the use of and symbolized by the Trademark and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademarks.

FURTHER, Assignor agrees to execute and provide promptly such further instruments, documents or assignments as may be necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee its rights in, to and under the Trademark and any other general intangible and intellectual property used or developed in connection with its business.

ASSIGNOR:

TLP Ventures LLC

By: [Signature]

Name: Todd S Lieberman

Title: Manager

STATE OF Connecticut

COUNTY OF Hartford

} ss East Hartford

The foregoing instrument was sworn to and subscribed before me this 29 day of October, 2010, by Todd S Lieberman (Title) manager of TLP Ventures LLC a Florida Limited Liability Company, on behalf of the company. He/she is personally known to me or has produced Driver's License (type of identification).

[Signature]

Brandi Wilson

NOTARY PUBLIC STATE OF Connecticut

exp. 2/28/2013

(Print, Type or Stamp Commissioned Name of Notary Public)