

**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>
Industrial Environmental Coatings Corporation		10/22/2008	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Akzo Nobel Coatings International B.V.		
<b>Street Address:</b>	Velperweg 76		
<b>City:</b>	Arnhem		
<b>State/Country:</b>	NETHERLANDS		
<b>Postal Code:</b>	6824 BM		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NETHERLANDS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3459730	ENVIROLINE	
Registration Number:	3438354	ENVIROLINE	
Registration Number:	2531788	ENVIROTHANE	
Registration Number:	3377504	ENVIROMAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(914)366-4097		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	914 333-7450		
<b>Email:</b>	ipani.trademark@akzonobel.com		
<b>Correspondent Name:</b>	Robert C. Morriss		
<b>Address Line 1:</b>	120 White Plains Road, Suite 300		
<b>Address Line 2:</b>	Legal, IP & Compliance		
<b>Address Line 4:</b>	Tarrytown, NEW YORK 10591		
<b>ATTORNEY DOCKET NUMBER:</b>	36144US1		

CH \$115.00 3459730

**DOMESTIC REPRESENTATIVE**

**Name:** David H. Vickrey  
**Address Line 1:** 120 White Plains Road, Suite 300  
**Address Line 2:** Legal, IP & Compliance  
**Address Line 4:** Tarrytown, NEW YORK 10591

<b>NAME OF SUBMITTER:</b>	Attorney for Registrant
<b>Signature:</b>	/Robert C. Morriss/
<b>Date:</b>	08/09/2011

**Total Attachments: 5**  
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of October 24, 2008 by and among Akzo Nobel Coatings International B.V., a corporation organized under the laws of the Netherlands ("Buyer") and Industrial Environmental Coatings Corporation, a corporation organized under the laws of Florida (the "Company").

WHEREAS, Buyer and the Company are parties to a certain Asset Sale and Purchase Agreement (the "ASPA") dated as of October 3, 2008. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to them in the ASPA unless the context otherwise requires.

WHEREAS, pursuant to the terms of the ASPA, the Company has agreed to convey, assign and transfer, and Buyer has agreed to acquire certain of the Company's trademarks and service marks pursuant to the ASPA.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration as set forth in the ASPA, the receipt of which is hereby acknowledged by the Company and Buyer, the Company and Buyer agree as follows:

1. Transfer of Assigned Marks. The Company hereby conveys, transfers and assigns all of its rights, title and interest whatsoever throughout the world in and to the registered trademarks and service marks as set forth in *Exhibit A* and their common law equivalents (collectively, the "**Assigned Marks**"), together with all applications to register the Assigned Marks, and all registrations of the Assigned Marks as set forth in *Exhibit A*, and the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to Buyer in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks. The Company further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world for the goods and services for which the Assigned Marks are presently used, with the right to base priority on the Company's first date of use or on any application and/or registration being assigned herein. Buyer shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the mark is used.

The Company covenants not to use or display the Assigned Marks anywhere in the world except by authorization of Buyer, and further covenants not to contest or challenge the validity of the Assigned Marks, any applicable registrations thereof for the goods and services covered by the assigned applications and registrations, any applicable registrations thereof for any other goods and services for which the Assigned Marks are presently used or the ownership of the Assigned Marks by Buyer. The Company further covenants not to use, adopt or register a mark as a trademark or trade name or any word, mark, name or symbol or combination thereof which will be confusingly similar to the Assigned Marks.

2. Further Assurances. The Company shall execute and deliver, from time to time after the date hereof upon the request of Buyer, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks to Buyer.

3. Relationship to ASPA. To the extent that any conflict exists between any of the terms of this Agreement and the ASPA, the terms of the ASPA will prevail.

4. Miscellaneous. This Agreement and the rights and obligations of the parties hereunder shall be governed by and enforced in accordance with the laws of the State of New York applicable to agreements made to be performed entirely within such State, without regard to the conflicts of law principles of such State. This Agreement may be executed in counterparts, including facsimile or Portable Document Format counterparts, each of which shall be deemed an original but both of which, taken together, shall continue one and the same instrument.

*[Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

AKZO NOBEL COATINGS INTERNATIONAL B.V.

By: I. Walton  
Name: Ian Walton  
Title: CEO I.P.L.L.C.

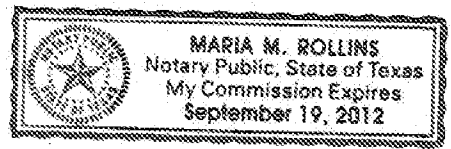
By: \_\_\_\_\_  
Name: Eifion Jones  
Title:

STATE OF Texas )  
COUNTY OF TARRANT )

Personally appeared before me, IAN WALTON, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 21 day of October, 2008.

Maria M. Rollins  
Notary Public

My Commission Expires: September 19, 2012



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, EIFION JONES, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

[additional signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**AKZO NOBEL COATINGS INTERNATIONAL B.V.**

By: \_\_\_\_\_

Name: Ian Walton

Title:

By: \_\_\_\_\_

Name: Eifion Jones

Title: *Vice President Finance (cfo)*

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Personally appeared before me, IAN WALTON, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

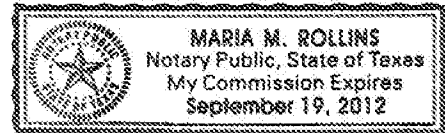
My Commission Expires: \_\_\_\_\_

STATE OF Texas )  
COUNTY OF Harris )

Personally appeared before me, EIFION JONES, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 22 day of October, 2008.

Maria M. Rollins  
Notary Public

My Commission Expires: September 19, 2012



[additional signatures on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**INDUSTRIAL ENVIRONMENTAL COATINGS CORPORATION**

By: Richard W. Meli  
Name: Richard W. Meli MD  
Title: President

STATE OF Florida  
COUNTY OF Sumner

Personally appeared before me, Richard Meli, to me known and known to me to be the person described and who executed the foregoing instrument and acknowledged the same to be his act and deed in and for the purposes set forth in said instrument this 22 day of October 2008.

Donna Marra  
Notary Public DONNA MARRA  
My Commission Expires: 2/16/2012



Signature Page to the Trademark Assignment Agreement