

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 |
| Bonsal American, Inc. | | 09/19/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Color Wheel Paints & Coatings, Inc. | | |
| Street Address: | 2814 Silver Star Road | | |
| City: | Orlando | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32808 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73077684 | ULTRACRETE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (303)473-2720 | | |
| Phone: | 303-473-2865 | | |
| Email: | docket@hollandhart.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Ester Martin Maillaro | | |
| Address Line 1: | P.O. Box 8749 | | |
| Address Line 2: | Attention: Trademark Docketing | | |
| Address Line 4: | Denver, COLORADO 80201 | | |
| ATTORNEY DOCKET NUMBER: | 59555.ULTRACRETE | | |
| NAME OF SUBMITTER: | Ester Martin Maillaro | | |
| Signature: | /Ester Martin Maillaro/ | | |

OP \$40.00 73077684

900204373

TRADEMARK
REEL: 004639 FRAME: 0912

Date:

10/11/2011

Total Attachments: 5

source=Ultracrete - Color Wheel - Trademark Assignment from Bonsal American - Sep 29 2011#page1.tif

source=Ultracrete - Color Wheel - Trademark Assignment from Bonsal American - Sep 29 2011#page2.tif

source=Ultracrete - Color Wheel - Trademark Assignment from Bonsal American - Sep 29 2011#page3.tif

source=Ultracrete - Color Wheel - Trademark Assignment from Bonsal American - Sep 29 2011#page4.tif

source=Ultracrete - Color Wheel - Trademark Assignment from Bonsal American - Sep 29 2011#page5.tif

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 19th day of September, 2011 ("Effective Date"), by and between **Bonsal American, Inc.** ("Assignor") and **Color Wheel Paints & Coatings, Inc.** ("Assignee").

WHEREAS, Assignor is the owner of the registered trademark described on Exhibit A attached hereto and by this reference made a part hereof (the "Mark"); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, titles, privileges and interest it may have in and to the Mark existing worldwide, including all intellectual property rights therein, all goodwill accrued therein and associated therewith, (collectively, the "Assigned Property"), and Assignee desires to acquire all the foregoing Assigned Property.

NOW, THEREFORE, in consideration of Ten Thousand Dollars (\$10,000.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all right, title, privileges, and interest in and to the Assigned Property, together with (a) the goodwill associated therewith and with the business which is symbolized thereby; (b) all claims for past, present and future infringement or misappropriation of the Assigned Property, including all rights to sue for and to receive and recover all profits and damages and all other remedies accruing from an infringement and/or misappropriation prior to the Effective Date, as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce any moral rights and any personality rights that Assignor may have in the Assigned Property.
2. Payment of Consideration and Taxes. The consideration for assignment of the Mark shall be the sum of \$10,000.00 (the "Mark Consideration"). Payment of the Mark Consideration shall be made within thirty (30) days after execution of this assignment. If any sales tax, value added tax or other transfer tax is properly chargeable in respect of the assignment of the Mark, Assignee shall pay to Assignor the amount of such tax in addition to and at the same time as the Mark Consideration. The assignment of the Mark shall be completed, and legal title and ownership in respect of the Mark shall be deemed to pass to Assignee, at the time of receipt of the Mark Consideration by Assignor.

3. Registration and Power of Attorney. Assignee agrees to record this Trademark Assignment with the U.S. Patent and Trademark Office ("USPTO") within thirty (30) days of payment of the Mark Consideration. Assignee agrees to bear all costs, duties, and taxes caused by the filing of this assignment of the Assigned Property with the USPTO. The parties hereby appoint and grant to Donald Degnan and Ester Martin Maillaro of Holland & Hart, LP, and Aldo Miranda of Comex, S.A., power as agents and attorneys in fact to (a) jointly or separately to file this assignment into record before the USPTO and to arrange for such filing with equivalent agencies in any jurisdiction worldwide; (b) insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the USPTO or equivalent agencies worldwide for recordation of this document; and (c) to execute and file any applications, registrations, and other documents and to do all other lawfully permitted acts necessary to effectuate and secure assignment of the Assigned Property to Assignee under this assignment, which applications, registrations and other documents shall have the same legal force and effect as if executed by Assignor.
4. No Challenge or Registration. As of the Effective Date, Assignor agrees not to challenge, use, infringe, register, or attempt to register the Ultracrete name, or any trademark, service mark, or other identifying brand or logo in the same goods and/or services classifications that is confusingly similar, either directly or through third parties in any jurisdiction worldwide. Should Assignor register or apply for registration of the Ultracrete name or any trademark, service mark, or other identifying brand or logo in the same goods and/or services classifications that is confusingly similar, Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all such registrations and applications for registration, without further consideration, and the terms of this assignment shall apply to all such assignments.
5. Acknowledgement of Use. Assignor acknowledges and recognizes that Assignee has been using the Mark since 1990 with Assignor's full authorization, therefore Assignor agrees to provide Assignee any/all documents and/or information it has in its possession needed to evidence proof of use of the Mark hereto.
6. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor exclusively owns all right, title, and interest in and to the trademark registration described on Exhibit A; (b) Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; (c) the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; and (d) there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property. Assignee acknowledges that Assignor makes no other representations or warranties, and otherwise sells and transfers the Mark "AS IS, WHERE IS." Assignor makes no representations or warranties concerning Assignee's future intended use(s) of the Mark.

7. Further Assurances. Assignor will take all reasonable action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Assigned Property and the vesting of complete and exclusive ownership of the Assigned Property in Assignee.

8. Miscellaneous.

- a. *Injunctive Relief.* A breach of this assignment may result in irreparable harm to Assignee and a remedy at law for any such breach will be inadequate, and in recognition thereof, Assignee will be entitled to injunctive and other equitable relief to prevent any breach or the threat of any breach of this assignment by Assignor without showing or proving actual damages.
- b. *Binding on Successors.* This assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignor may not assign this assignment without the consent of Assignee
- c. *Governing Law.* This assignment will be governed by, and construed in accordance with, the laws of the State of Colorado without reference to its conflict of laws provisions.
- d. *Amendment and Waiver.* This assignment may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this assignment will not operate or be construed as a waiver of any subsequent breach.
- e. *Severability.* If any provision of this assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this assignment.
- f. *Entire Agreement.* This assignment is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

Assignor:

Bonsal American, Inc.

By: 

Name: Jim Seid

Title: Sec. VP & General Mgr.

Assignee:

Color Wheel Paints & Coatings, Inc.

By: 

Name: John O'Toole

Title: VP Corporate and Legal Affairs

EXHIBIT A

| TRADEMARK | U.S. TRADEMARK REGISTRATION NUMBER | SERIAL NUMBER |
|--------------------|---------------------------------------|-----------------|
| ULTRACRETE® | 1067212 | 73077684 |