

**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
Rust-Oleum Brands Company		10/25/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Zinsser Brands Company		
Street Address:	2628 Pearl Road		
City:	Medina		
State/Country:	OHIO		
Postal Code:	44256		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3219706	SMARTPRIME	
CORRESPONDENCE DATA			
Fax Number:	(847)816-2230		
Phone:	847-816-2226		
Email:	mmurphy@rustoleum.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:	Michael T. Murphy - Rust-Oleum Corporati		
Address Line 1:	11 Hawthorn Parkway		
Address Line 2:	Legal Dept.		
Address Line 4:	Vernon Hills, ILLINOIS 60061		
NAME OF SUBMITTER:	Michael T. Murphy		
Signature:	/Michael T. Murphy/		
Date:	10/28/2011		
Total Attachments: 1 source=SmartPrime Assignment#page1.tif			

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**TRADEMARK ASSIGNMENT**

This assignment is made and entered between Rust-Oleum Brands Company, a Delaware corporation, having an address at 11 Hawthorn Parkway, Vernon Hills, Illinois, 60061, ("Assignor") and Zinsser Brands Company, a Delaware corporation, having an address of 2628 Pearl Road, Medina, Ohio, 44256, ("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 oils for painting; ("Trademark");

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 associated with the Trademark; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee, effective as of October 25, 2011, all worldwide right, title and interest in and to (i) the Trademark, (ii) all registrations and applications for registration of the Trademark, including but not limited to the one identified herein, (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademark, (iv) all rights of action arising from the Trademark, including all claims for damages by reason of past, present and future infringement of the Trademark and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and (v) the goodwill of the business symbolized by the Trademark.

ASSIGNOR:

Rust-Oleum Brands Company

By:

Name: Michael T. Murphy

Title: Vice President

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF LAKE )

Subscribed and sworn to before me on October 25, 2011.

Stephen J. Gillmann  
Notary Public

(SEAL)

