

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conveyance Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valspar Industries (USA), Inc.		03/24/2001	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Valspar Solutions, Inc.		
Street Address:	900 Market Street		
Internal Address:	Suite 200		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0776056	DRI-SLIDE	
Registration Number:	1320278	RSA MARINECARE	
Registration Number:	1274688	RSA MARINECARE	
Registration Number:	1770920	AUTOCARE	
CORRESPONDENCE DATA			
Fax Number:	(612)486-7979		
Phone:	612-851-7322		
Email:	trademarks@valspar.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:	Valspar Sourcing, Inc.		
Address Line 1:	P.O. Box 1461		
Address Line 4:	Minneapolis, MINNESOTA 55440		
ATTORNEY DOCKET NUMBER:	08 1622 0102-GEN INDUSTRI		

OP \$115.00 0776056

NAME OF SUBMITTER:	Andrew Ubel
Signature:	/Andrew Ubel LAD/
Date:	01/06/2012

Total Attachments: 26

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CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT ("Agreement"), dated this 24th day of March, 2001 is made and entered into by and between Valspar Industries (USA), Inc. ("VUSA"), and Indiana corporation and Valspar Solutions, Inc. ("VTI"), a Delaware corporation.

Pursuant to a corporate plan to integrate the operations of The Valspar Corporation and its subsidiaries and the operations of the recently acquired Lilly Industries, Inc. and its subsidiaries, VUSA and VTI hereby enter into this Agreement.

ARTICLE I

Definitions

The following definitions shall for all purposes, unless otherwise clearly indicated to the contrary, apply to the terms used in this Agreement:

- 1.1 "Assets" means all VUSA's right, title and interest, legal or equitable, in and to the procurement and intellectual property management functions recently acquired from The Valspar Corporation, all as identified by the departments set forth in the Departments List; including, but not limited to, the furniture, fixtures, equipment and other times of personal property set forth in the Personal Property List; and contracts set forth in the Contract List.
- 1.2 "Departments List" means the document entitled "Departments of VUSA Transferred to VTI" prepared by VUSA reflecting those business functions, identified by department, which will be conveyed to VTI as of the Effective Time, which is attached hereto and incorporated herein.
- 1.3 "Effective Time" means 12:03 a.m. on March 24, 2001.
- 1.4 "Liabilities" means, with respect to the Assets being transferred pursuant to this Agreement, all liabilities associated with the Assets and all future liabilities, duties and obligations of every kind, character and description, whether known or unknown and whether accrued or contingent, specifically related thereto, along with liabilities set forth in the Liabilities List. To the extent that any Assets are transferred which have liabilities allocable to a cost center not conveyed to VTI, the term Liabilities means a fair allocation of any such future liabilities, duties and obligations.
- 1.5 "Liabilities List" means the document entitled "Liabilities of VUSA Transferred to VTI" prepared by VUSA reflecting those liabilities which will be conveyed to VTI as of the Effective Time, which is attached hereto and incorporated herein.

- 1.6 "Contract List" means the document entitled "Contracts Assigned by VUSA to VTI" prepared by VUSA reflecting the contracts of VUSA to be assigned by VUSA as of the Effective Time, which list is attached hereto and incorporated herein.
- 1.7 "Personal Property List" means the document entitled "Personal Property of VUSA Transferred to VTI" prepared by VUSA to reflect the items of personal property owned by VUSA that will be transferred to VTI as of the Effective Time, which list is attached hereto and incorporated herein.

ARTICLE II

Conveyances

VUSA hereby grants, bargains, sells, conveys, assigns, transfers and delivers all of the Assets, at and as of the Effective Time, to have and to hold the said Assets hereby granted, bargained, sold, conveyed, assigned, transferred and delivered or intended so to be unto VTI, its successors and assigns, to and for its and their own use forever, together with all and singular the properties, assets, members and appurtenances thereunder belonging or in anywise incident or appertaining thereto.

If the conveyance, assignment, grant or license attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between VUSA and VTI and without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, VUSA shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of VTI until such consent has been obtained. Upon the obtaining of such consent no future conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in VTI by virtue of this Agreement.

ARTICLE III

Acknowledgment of Contributions

VTI hereby acknowledges that the Assets transferred hereunder shall be conveyed to VTI pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the Code) without the issuance of additional shares of stock.

ARTICLE IV

Assumption of Liabilities

As consideration for the grant, bargain, sale, conveyance, assignment, transfer and delivery made under Article II and for any conveyances, assignments, transfers and deliveries to be made by

VUSA to VTI pursuant to Article IX, VTI hereby assumes and agrees to perform and fully discharge all of the Liabilities. VTI hereby agrees to indemnify, defend and hold harmless VUSA, its successors and assigns, from and against any and all costs, liabilities and expense, including court costs and attorney's fees and expenses, arising from or connected with the Liabilities hereby assumed.

ARTICLE V

Covenant of VTI

VTI hereby covenants to convey, assign, transfer or grant to VUSA any asset that should not be considered an Asset and which is inadvertently conveyed to VTI pursuant to this Agreement which VUSA duly notifies VTI of such inadvertent conveyance.

ARTICLE VI

Warranties

ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES ARE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREBY "AS IS", AND VTI EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of VUSA in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the assets.

ARTICLE VII

Sales Taxes and Recording Fees

VTI agrees to pay any sales, use and similar taxes, if any, arising out of the sales, conveyances, assignments, transfers and deliveries to be made hereunder, and shall pay any documentary, filing and recording fees required in connection therewith.

ARTICLE VIII

Further Assurances

From time to time after the date hereof, and without any further consideration, VUSA agrees to execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as VTI may reasonably require in order more effectively to vest in VTI beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to

be and to put VTI in actual possession and operating control of such Assets. After the date hereof, VUSA agrees to use its best efforts to obtain, without additional cost to VTI any and all consents and approvals that may be necessary to vest or confirm title to all the Assets in VTI.

ARTICLE IX

Power of Attorney

VUSA does hereby constitute and appoint VTI, acting through its duly authorized officers, its successors and assigns, the true and lawful attorney of VUSA with full power of substitution for it and in its name, place and stead or otherwise but on behalf of VUSA, its successors and assigns, and for the benefit of VTI, its successors and assigns, to demand and receive from time to time any and all property and assets, real, personal, and mixed, tangible and intangible, hereby conveyed and assigned or intended so to be and to execute in the name of VUSA, its successors and assigns, deeds, assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of VTI or VUSA for the benefit of VTI as may be appropriate, any and all proceedings at law, in equity or otherwise which VTI, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits or proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this conveyance Agreement as VTI, its successors or assigns, shall deem advisable. VUSA hereby declares that the appointment hereby made and the powers hereby granted are and shall be revocable by VUSA or its successors or assigns.

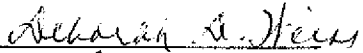
ARTICLE X

General

- 10.1 Headings-All article section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.
- 10.2 Binding Effect-This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.3 Integration-This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.
- 10.4 Counterparts-This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.
- 10.5 Applicable Law-This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the parties hereto as of the date first above written.

VALSPAR INDUSTRIES (USA), INC.


Name: *Treasurer*
Title:

VALSPAR SOLUTIONS, INC.



Name: *Paul C. Pfeiffer*
Title:

Exhibit A: Departments of VUSA Transferred to VTI

Procurement

Intellectual Property Management

**EXHIBIT A-1
Purchased Marks or
Trademarks**

Trademarks that are to be transferred include but are not limited to the following registered and unregistered marks:

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Canada	AFTA	150070	April 7, 1982
Canada	CARPET GUARD	197801	March 1, 1989
Canada	CHIP CLIP	397541	April 24, 1992
Canada	DECORA	328337	June 5, 1987
Canada	DRI-SLIDE	149348	February 17, 1982
Canada	DRI-SLIDE	389552	October 25, 1991
Canada	ELIMI-STAT	289707	April 13, 1984
Canada	FAB-COTE	213963	May 28, 1991
Canada	FABRI-COATE	197500	February 15, 1989
Canada	FABRI-KLEEN	274918	December 17, 1982
Canada	FABRI-SHIELD	284149	October 14, 1983
Canada	GUARDSMAN WOODPRO	482868	September 24, 1997
Canada	INTERNATIONAL AUTOCARE	297217	November 16, 1984
Canada	ONE-WIPE	126106	April 13, 1992
Canada	RSA AUTOCARE	114537	June 26, 1989
Canada	RSA MARINECARE	290516	May 4, 1984
Canada	SCRUNGE	236896	November 11, 1994
Canada	SOIL SHIELD	473609	March 25, 1997
Canada	WOODPRO	464155	October 18, 1996

TRADEMARK

REEL: 004693 FRAME: 0529

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	AFTA	808,288	May 17, 1986
United States	AFTA (Stylized)	1,651,881	July 23, 1991
United States	AUTOCARE	1,770,920	May 18, 1993
United States	BIKE AID	1,086,233	February 28, 1978
United States	BRILLIANTSHINE	1,475,566	February 9, 1988
United States	BUX DRI-SLIDE	708,947	December 27, 1980
United States	CARPET GUARD	922,659	October 26, 1991
United States	CARPET-COATE	1,262,102	December 27, 1983
United States	CEREAL CLIP	1,956,929	February 13, 1996
United States	CHIP-CLIP	1,197,932	June 15, 1982
United States	CLIP-IT	1,703,314	July 28, 1992
United States	COB NOB	1,652,445	July 30, 1991
United States	COVER COATE	1,122,607	July 24, 1979
United States	DIF	506,859	February 22, 1949
United States	DIF (Stylized)	196,719	March 24, 1925
United States	DRI-SLIDE	787,475	March 30, 1985
United States	DRI-SLIDE	776,056	September 1, 1984
United States	FABRI-COATE	836,945	October 17, 1987
United States	FABRI-KLEEN	1,100,492	August 29, 1978

United States	FABRI-SHIELD	1,152,032	April 28, 1981
United States	FABRIC ELITE	2,143,145	March 10, 1998
United States	FLAG (Design)	2,003,816	October 1, 1996
United States	FLARE and Design	362,048	November 8, 1938
United States	FLARE and Design	362,616	November 22, 1938
United States	FLEXI PATCH	1,587,800	March 20, 1990
United States	FUN CLIP	1,845,638	July 19, 1994
United States	GOOD-BYE CRACKS	1,644,409	May 14, 1991
United States	GOOF OFF	1,107,680	December 5, 1978
United States	GUARDSMAN	1,184,842	January 5, 1982
United States	GUARDSMAN	646,965	June 18, 1977
United States	GUARDSMAN WOODPRO	1,925,889	October 10, 1995
United States	GUARDSMAN WOODPRO	1,933,718	November 7, 1995
United States	HERITAGE	1,445,855	July 7, 1987
United States	INSTANT PURGE	799,647	November 30, 1985
United States	KITCHEN CLIP	1,684,191	April 21, 1992
United States	KITCHEN CLIP JR.	1,679,082	March 10, 1992
United States	KNIGHT HEAD (Design)	969,909	October 9, 1993
United States	KNIGHT HEAD (Design)	1,184,843	January 5, 1982
United States	LEATHER ELITE	2,092,013	August 26, 1997
United States	MATTRESS-FRESH and Design	599,830	December 28, 1994

United States	MATTRESS GUARD	2,162,435	June 2, 1998
United States	MIGHTY DUSTER	1,192,147	March 16, 1982
United States	MIGHTY DUSTER and Design	1,127,899	December 18, 1979
United States	MILDEX	1,480,345	March 15, 1988
United States	MILDEX PLUS	1,701,322	July 21, 1992
United States	ODOR ZAPP	1,992,403	August 13, 1996
United States	ONE-WIPE	636,801	November 6, 1976
United States	ONE-WIPE (Stylized)	1,074,058	September 27, 1977
United States	ONE-WIPE (Stylized)	997,574	November 5, 1994
United States	ONE-WIPE and Design	1,594,279	May 1, 1990
United States	PANEL-PLUS	2,017,712	November 19, 1996
United States	PET FOOD CLIP	1,866,631	December 6, 1994
United States	RENEW	1,544,113	June 20, 1989
United States	RSA AUTOCARE	876,198	September 2, 1989
United States	RSA MARINECARE and Design	1,274,688	April 24, 1984
United States	RSA MARINECARE and Design	1,320,278	February 19, 1985
United States	SCRUNGE	1,254,581	October 18, 1983
United States	SMOKEY	1,986,267	July 9, 1996
United States	SOIL SHIELD	1,748,028	January 26, 1993
United States	SURF-GUARD	1,138,328	August 5, 1980

United States	SWACO and Design	536,657	January 16, 1991
United States	TAB GRABBER	1,307,710	December 4, 1984
United States	TIB SAVER	920,482	September 21, 1991
United States	TOP SHELF	1,692,194	June 9, 1992
United States	WE PROTECT YOUR WORLD	1,415,459	November 4, 1986
United States	WRINKLE REMOVER and Design	1,146,726	February 3, 1981

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
United States	CRAFT SHIELD	75/356773	September 15, 1997
United States	GOLD IN HOME	75/456847	March 26, 1998
United States	STAIN LIFTER	75/500745	June 11, 1998
United States	ULTIMATE DUSTER (Stylized)	75/352641	September 5, 1997

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Australia	SOIL SHIELD and Logo	603,977	May 13, 1996

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
Australia	GUARDSMAN	Unassigned	
Australia	GUARDSMAN FABRI-COATE	749,320	November 24, 1997

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Benelux	BUX DRI-SLIDE	23645	December 7, 1988
Benelux	DAISY Design	526342	February 5, 1993
Benelux	DRI-SLIDE	24735	May 26, 1972
Benelux	GUARDSMAN	369476	May 29, 1990
Benelux	KNIGHT HEAD Design	369475	May 29, 1990
Benelux	ONE-WIPE	369474	May 23, 1990
Benelux	SAFECLEAN	530315	February 5, 1993

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
Canada	GOOF OFF	877480	May 7, 1998

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
European Union	CHIP CLIP	000509182	March 26, 1997
European Union	GUARDSMAN and Shield Design	000552554	May 29, 1997

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
France	DRI SLIDE	1586800	April 17, 1990
France	GUARDSMAN	1625591	November 7, 1990
France	Knight Head Design	1625590	November 7, 1990
France	ONE WIPE	1625589	November 7, 1990

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Germany	CHIP CLIP	39404708	August 16, 1995
Germany	DRI-SLIDE	867984	June 1, 1964
Germany	GUARDSMAN	1019633	July 1, 1981
Germany	GUARDSMAN ONE-WIPE	1028335	January 25, 1982
Germany	Knight Head Design	1019634	November 5, 1990

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Ireland	GUARDSMAN	99626	September 13, 1983

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Italy	GUARDSMAN	387678	January 10, 1986
Italy	Knight Head Design	387679	January 10, 1986
Italy	ONE-WIPE	387680	January 10, 1986

Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>
Japan	GUARDSMAN	34703/94	April 6, 1994
Japan	SCRUNGE	56186/94	June 7, 1994

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Japan	CHIP-CLIP	3349845	October 3, 1997
Japan	DRI SLIDE	692610	December 11, 1965
Japan	DRI-SLIDE	4006931	June 6, 1997
Japan	FABRI-COATE	3194254	August 30, 1996
Japan	GUARDSMAN	1761666	April 23, 1985
Japan	ONE-WIPE	1747461	February 27, 1985
Japan	ONE-WIPE	1738046	December 20, 1984

Exhibit B: Personal Property of VUSA Transferred to VTI

Attach a list of procurement property transferred

Exhibit C: Contracts of VUSA Transferred to VTI

Attach a list of procurement contracts

Exhibit D: Liabilities of VUSA Transferred to VTI

Attach a list of liabilities transferred