

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DuPont Powder Coatings USA, Inc.		02/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Coatings IP Co. LLC		
Street Address:	c/o The Corporation Trust Company, 1209 Orange Street		
Internal Address:	Corporation Trust Center		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0865619	NAP-GARD	
CORRESPONDENCE DATA			
Fax Number:	6104070701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6104070700		
Email:	tmde@ratnerprestia.com		
Correspondent Name:	RatnerPrestia		
Address Line 1:	1235 Westlakes Road; Suite 301		
Address Line 4:	Berwyn, PENNSYLVANIA 19312		
ATTORNEY DOCKET NUMBER:	AXAU-00001		
NAME OF SUBMITTER:	John W. McGlynn		
Signature:	/jwm/		

Date:

02/14/2013

**Total Attachments: 10**

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U.S. TRADEMARK ASSIGNMENT

This U.S. TRADEMARK ASSIGNMENT (the "Assignment"), dated as of February 1, 2013 (the "Effective Date"), is by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("Assignor") and U.S. Coatings IP Co. LLC, a Delaware limited liability company, ("Assignee") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

WHEREAS, Assignor and Flash Bermuda Co. Ltd. ("Buyer") have entered into that certain Purchase Agreement, dated as of August 30, 2012 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, and transfer to Buyer or Buyer's designee(s) all of Assignor's right, title, and interest in and to the Trademark applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Marks"); and

WHEREAS, Buyer has designated Assignee to receive the sale, conveyance, assignment, and transfer of all of Assignor's right, title, and interest in and to the Assigned Marks and Assignor is willing to sell, convey, assign, and transfer such right, title, and interest to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor does hereby sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby and, with regard to any Assigned Marks that are intent to use applications, the Parties acknowledge that the portion of Assignor's business in respect of which Assignor has a bona fide intent to use such marks is also being transferred pursuant and subject to the Purchase Agreement, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record

this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder. In addition, if any registrations or applications for DPC IP exclusively used or exclusively held for use in the DPC Business were omitted from Schedule A hereto, Assignor shall, upon becoming aware of such omission, notify Assignee and execute such further assignments or instruments as are reasonably requested by Assignee to record Assignee's rights therein with the relevant intellectual property office(s) (whether domestic or foreign).

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective Affiliates under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or

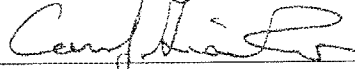
arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in New York, New York.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

E. I. du Pont de Nemours and Company

By: 

Name: Carmen J. Giannantonio

Title: Director, Mergers and Acquisitions

Acknowledged and Accepted:

ASSIGNEE:

U.S. Coatings IP Co. LLC

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

Name: Martin Sumner

Title: President

US - Trademark Assignment  
Signature Page

**TRADEMARK**  
**REEL: 004963 FRAME: 0565**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

E. I. du Pont de Nemours and Company

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

Name:

Title:

Acknowledged and Accepted:

ASSIGNEE:

U.S. Coatings IP Co. LLC

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

Name: Martin Sumner

Title: President

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Signature Page

**TRADEMARK**  
**REEL: 004963 FRAME: 0566**

SCHEDULE A TO TRADEMARK ASSIGNMENT

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number	Status
E.I. du Pont de Nemours and Company	INTELLIMIST	7/18/2012	85680317			Pending
E.I. du Pont de Nemours and Company	ABCITE	7/27/1994	74/554162	6/2/1998	2162291	Registered
E.I. du Pont de Nemours and Company	ALESTA	7/15/2004	78/451172	9/19/2006	3146460	Registered
E.I. du Pont de Nemours and Company	ASTRON	7/12/1965	72/223113	3/8/1966	805015	Registered
E.I. du Pont de Nemours and Company	BASEMAKER	10/31/1986	73/627904	8/4/1987	1450244	Registered
E.I. du Pont de Nemours and Company	CENTARI	5/27/1970	72/360932	12/22/1970	904600	Registered
E.I. du Pont de Nemours and Company	CHROMA ONE	5/28/1993	74/395857	11/15/1994	1863001	Registered
E.I. du Pont de Nemours and Company	CHROMABASE	6/29/1990	74/074082	5/7/1991	1643264	Registered
E.I. du Pont de Nemours and Company	CHROMACLEAR	6/29/1990	74/074083	5/7/1991	1643265	Registered
E.I. du Pont de Nemours and Company	CHROMAFIL	5/7/1997	75/288038	8/10/1999	2269535	Registered
E.I. du Pont de Nemours and Company	CHROMALUSION	3/25/1999	75/668052	3/21/2000	2332266	Registered
E.I. du Pont de Nemours and Company	CHROMAPREMIER	3/24/1994	74/504511	8/25/1998	2184295	Registered
E.I. du Pont de Nemours and Company	CHROMAPREMIER	11/12/2012	74504511			Pending
E.I. du Pont de Nemours and Company	CHROMAVISION	2/22/1994	74/492926	12/27/1994	1869420	Registered
DuPont Polymer Powders Switzerland SARL	COATHYLENE	9/13/1982	73385349	2/21/1984	1267490	Registered
E.I. du Pont de Nemours and Company	COLORNET	5/27/1992	74/279091	11/30/1993	1808387	Registered
E.I. du Pont de Nemours and Company	COLORSPASH	12/16/2008	77360100	9/29/2009	3690046	Registered
E.I. du Pont de Nemours and Company	CORLAR	12/28/1961	72/134795	11/26/1963	760526	Registered
E.I. du Pont de Nemours and Company	CORMAX	9/5/1989	73/823060	5/28/1991	1645733	Registered
E.I. du Pont de Nemours and Company	CORMAX	8/29/1995	74/722214	3/25/1997	2047180	Registered
E.I. du Pont de Nemours and Company	CROMAX	3/24/1994	74/504510	10/27/1998	2200012	Registered



United States -- Trademark Assignment

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number	Status
E.I. du Pont de Nemours and Company	ECOLAR	1/16/2008	77372784	4/6/2010	3772239	Registered
E.I. du Pont de Nemours and Company	FASTRAC	3/11/2008	77418784	8/18/2009	3670287	Registered
E.I. du Pont de Nemours and Company	FASTRAC48	3/11/2008	77418849	5/2/2009	77418849	Registered
DuPont Polymer Powders Switzerland SARL	FLAMULIT	7/19/1999	75735343	1/15/2002	2530369	Registered
E.I. du Pont de Nemours and Company	FLEXLAR	5/29/1987	73/663468	2/23/1988	1477276	Registered
E.I. du Pont de Nemours and Company	FLINTFLEX	11/16/1971	72/408131	2/13/1973	953020	Registered (Redacted)
E.I. du Pont de Nemours and Company	FLINTFLEX	2/21/1962	72/138391	1/1/1963	742888	(Redacted)
E.I. du Pont de Nemours and Company	FUL-CRYL	5/26/1987	73/662914	1/5/1988	1471117	Registered
E. I. du Pont de Nemours and Company	GEN		74/324079	1831797	19 Apr 1994	Registered; (Redacted)
E. I. du Pont de Nemours and Company	GENERATION		74/311607	1852831	06 Sep 1994	Abandoned
E.I. du Pont de Nemours and Company	GOTALENE	8/30/2011	79102559	1/31/2012	4092914 (Based on RR932415)	Registered
E.I. du Pont de Nemours and Company	IMRON	4/22/1974	73/019389	4/8/1975	1008281	Registered
E.I. du Pont de Nemours and Company	LE and Design	12/3/1997	75/399314	3/6/2001	2433809	Registered
E.I. du Pont de Nemours and Company	MASTERTINT	5/28/1993	74/395858	9/13/1994	1853979	Registered
E.I. du Pont de Nemours and Company	METALOK	4/13/1995	74/660646	6/9/1998	2164266	Registered
E. I. du Pont de Nemours and Company	MPS		73/717151	1511253	01 Nov 1988	Registered
E.I. du Pont de Nemours and Company	MRECON	2/13/2008	77395913	5/5/2009	3617126	Registered
E.I. du Pont de Nemours and Company	MULTITINT	6/25/2012	85660402			Pending; filed on intent to use basis
DuPont Powder Coatings USA, Inc.	NAP-GARD	5/3/1967	72270599	3/4/1969	865619	Registered
E.I. du Pont de Nemours and Company	NASON (Stylized Letters)	7/1/1947	71/525493	10/12/1948	441001	Registered
E.I. du Pont de Nemours and Company	PERCOTEX	4/27/1992	74/270047	9/28/1993	1794575	Registered

United States – Trademark Assignment

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number	Status
E.I. du Pont de Nemours and Company	PERFORMANCE CLAIMS	9/9/2011	85418521			Pending; notice of allowance issued 17 April 2012
E.I. du Pont de Nemours and Company	PERFORMANCE GATEWAY	7/5/2011	85363260			Pending; notice of allowance issued 31 Jan 2012
E.I. du Pont de Nemours and Company	PERMACRON	11/8/1993		11/8/1993	1256501	Registered
E.I. du Pont de Nemours and Company	PERMAHYD	12/27/1991	74/234507	2/2/1993	1749689	Registered
E.I. du Pont de Nemours and Company	PERMASOLID	7/22/1997	2 081101	7/22/1997	2081101	Registered
E.I. du Pont de Nemours and Company	PLAS-STICK	11/13/1996	75/197314	6/22/1999	2254683	Registered
(Redacted)	PRIOMAT	4/27/1992	74/269562	2/9/1993	1750929	Registered
E.I. du Pont de Nemours and Company	RADERAL	2/7/1990	74/026603	5/26/1992	1689477	Registered
E.I. du Pont de Nemours and Company	RIVAL	3/9/2012	85563640			Pending; filed on intent to use basis
E.I. du Pont de Nemours and Company	SPECTRAMASTER	2/3/2011	85233217	8/23/2011	4016031	Registered
E.I. du Pont de Nemours and Company	SPIES HECKER	9/3/1982	383608	11/8/1983	1256500	Registered
E.I. du Pont de Nemours and Company	STANDBLUE	7/17/2009	77783282	4/12/2011	3945136	Registered
E.I. du Pont de Nemours and Company	STANDOFLEX	10/8/2004	76/615132	1/10/2006	3039470	Registered: (Redacted)
E.I. du Pont de Nemours and Company	STANDOHYD	9/29/1987	1458900	9/29/1987	1458900	Registered
E.I. du Pont de Nemours and Company	STANDOX	10/13/2004	76/615556	1/10/2006	3039477	Registered
E.I. du Pont de Nemours and Company	STANDOX and Design	4/10/1996	75/086479	6/2/1998	2162544	Registered
E.I. du Pont de Nemours and Company	STARBURST	4/10/1972	420890	1/1/1974	975793	Registered
E.I. du Pont de Nemours and Company	VALUESHADE	11/9/1998	75/584978	11/21/2000	2407031	Registered
E.I. du Pont de Nemours and Company	VARIPRIME	7/18/1967	72/264364	7/18/1967	832100	Registered
E.I. du Pont de Nemours and Company	VELVASEAL	3/13/1990	74/037965	7/16/1991	1650514	Registered

(Redacted)

United States – Trademark Assignment

Registered Owner	Trademark	Filing Date	Filing Number	Registration Date	Registration Number	Status
E.I. du Pont de Nemours and Company	VOLTATEX	5/17/2007	77/183601	8/11/2009	3667194	Registered

## RATIFICATION OF ASSIGNMENT

WHEREAS **DuPont Powder Coatings USA, Inc.** ("Ratifying Subsidiary"), a corporation organized under the laws of Delaware, having a place of business at 9800 Genard Road, Houston, Texas 77041, was a wholly owned subsidiary of **E. I. du Pont de Nemours and Company**, a corporation organized under the laws of Delaware, (hereinafter "Assignor") as of February 1, 2013, and

WHEREAS DuPont executed a certain U.S. TRADEMARK ASSIGNMENT ("the Assignment") dated as of February 1, 2013, transferring all right, title and interest in one or more trademarks, including the trademark registrations set forth in Schedule A thereto ("the Marks"), to **U.S. Coatings IP Co. LLC**, a Delaware limited liability company ("Assignee"), and

WHEREAS Ratifying Subsidiary is the record owner of one or more of the Marks,

NOW, THEREFORE, Ratifying Subsidiary, intending to be legally bound, hereby confirms and ratifies the Assignor's sale, conveyance, assignment, and transfer, and to the extent necessary, now sells, conveys, assigns and transfers to Assignee, its successors and assigns, the full and exclusive right, title and interest in and to any of the identified Marks for which Ratifying Subsidiary was the record owner on February 1, 2013, including the goodwill associated therewith, as fully and entirely as the same would have been held and enjoyed by Ratifying Subsidiary had Assignor's Assignment not been made and hereby ratified, including the right to sue for past infringements, effective February 1, 2013, *nunc pro tunc*.

RATIFYING SUBSIDIARY:

DuPont Powder Coatings USA, Inc.

By 

Name: David J. Lazzeri

Title: President