

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alco Industries, Inc.		06/18/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Quest Specialty Coatings, LLC
<b>Street Address:</b>	850 Ladd Road, Building E
<b>City:</b>	Walled Lake
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48390
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 42**

Property Type	Number	Word Mark
Registration Number:	0999906	DURAGLAS
Registration Number:	1002148	KROMATE
Registration Number:	1072038	USC
Registration Number:	1139613	FEATHER-RITE
Registration Number:	1146776	ALL-METAL
Registration Number:	1852822	AVANT GARDE
Registration Number:	1879430	HALF TIME
Registration Number:	1879431	ICING
Registration Number:	2012513	CARGROOM
Registration Number:	2006883	CARGROOM
Registration Number:	2014276	CARGROOM
Registration Number:	2014277	CARGROOM
Registration Number:	1994124	CARGROOM
Registration Number:	2008974	CARGROOM

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Registration Number:	2008973	CARGROOM
Registration Number:	0680644	BOND TITE
Registration Number:	0804963	BOND TITE
Registration Number:	1351179	BOND TITE
Registration Number:	1092313	MICROCEL
Registration Number:	1117283	XL
Registration Number:	1350165	SUPER GLAS
Registration Number:	2202830	SPLIT-SECOND
Registration Number:	2370455	TBL
Registration Number:	2372383	SHARK SKIN
Registration Number:	2583426	BLUE ICE
Registration Number:	2718609	ELITE
Registration Number:	1600157	MORTON PAINT CO.
Registration Number:	1608712	MORTON PAINT CO.
Registration Number:	2361354	MORTON PAINT COMPANY
Registration Number:	2369960	MORTON PAINT COMPANY
Registration Number:	2376612	MORTON PAINT COMPANY
Registration Number:	2674670	PRO-SPRAY
Registration Number:	3051587	OUTRAGEOUS
Registration Number:	2923030	DEFENDER
Registration Number:	3146900	ECSTASY
Registration Number:	3146901	SHOCK WAVES
Registration Number:	3146902	SILK
Registration Number:	3155216	SPECTRAFLASH
Registration Number:	3270278	FUZION
Registration Number:	3821036	DEFENDER TRUCK BED LINER
Registration Number:	4197500	NAVIGATOR
Registration Number:	4202211	PAINTXPRT

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-862-6371

Email: renee.prescan@kirkland.com

Correspondent Name: Renee Prescan

Address Line 1: 300 North LaSalle Street

**TRADEMARK**  
**REEL: 005055 FRAME: 0851**

Address Line 2: Kirkland & Ellis LLP  
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	37869-171 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	06/25/2013

Total Attachments: 9  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered into as of June 18, 2013 (the "Effective Date") by and between Alco Industries, Inc., a Delaware corporation having a place of business at 820 Adams Avenue, Suite 130, Norristown, Pennsylvania ("Assignor"), and Quest Specialty Coatings, LLC, a Delaware limited liability company, having a principal place of business at 850 Ladd Road, Building E, Walled Lake, Michigan ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties."

## RECITALS

A. WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 9, 2013, (the "Asset Purchase Agreement") whereby Assignor has sold to Assignor certain assets related to the Business (as defined in the Asset Purchase Agreement);

B. WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in, to and under the trademark registrations and trademark applications set forth on Schedule 1, together with any and all goodwill associated with any of the foregoing (the "Trademarks"), which are included in the Acquired Assets (as defined in the Asset Purchase Agreement);

C. WHEREAS, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, such that Assignee will be the exclusive owner of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows, effective immediately:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks and the goodwill associated with the Trademarks, such that Assignee is the exclusive owner of the Trademarks (including, without limitation, any trademark registrations issuing on any trademark applications listed in Schedule 1), including, without limitation, any registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (a) income, royalties, damages and payments due or payable as of the Effective Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), (b) the right to sue and recover for past, present or future infringements or misappropriations thereof, and (c) any and all corresponding rights that, now or hereafter, may be secured throughout the world with respect to the Trademarks.

2. Further Assurances.

(a) Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of, or the evidencing of the assignment of, the rights sold, assigned, transferred, conveyed or delivered to Assignee pursuant to the Asset Purchase Agreement and this Trademark Assignment, recording such sale, assignment, transfer, conveyance or delivery and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such sale, assignment, transfer, conveyance or

delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assist reasonably with Assignee to do all other affirmative acts in connection therewith.

(b) Assignor grants the attorney of record the power to insert in this Trademark Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark offices, for recordation of this document. Assignee shall have the right to file or record this Trademark Assignment and any additional assignment documents as provided in this Section 2 with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Trademarks.

(c) Assignor shall, upon or promptly following the Effective Date, deliver to the Assignee, copies of the following to the extent in Assignor's possession or under Assignor's control and may be located through a reasonable search: (i) all of Assignor's trademark files, documents and records relating to any of the Trademarks (including any such files, documents and records relating to (a) the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of such Trademarks and (b) the assertion or enforcement of such Trademarks); and (ii) Assignor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Trademarks throughout the world, including, without limitation, the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

3. Miscellaneous.

(a) This Trademark Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.


(b) This Trademark Assignment may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR:

ALCO INDUSTRIES, INC.

By:   
Name: Daniel L. Demetra  
Title: Vice President, Secretary & General Counsel

ASSIGNEE:

QUEST SPECIALTY COATINGS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR:

ALCO INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

QUEST SPECIALTY COATINGS, LLC

By: \_\_\_\_\_  
Name: Marcos Mejia  
Title: Vice President Finance and Administration

## Schedule 1

<u>#</u>	<u>Country</u>	<u>Status, Filing Date, App. Serial No.</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Title</u>
1.	Canada	Status: Registered Filed: 6/8/1968 Serial#: 313,851	Registered: 3/26/71 Reg. # 175,297	Title: BOND TITE
2.	Canada	Status: Registered Filed: 4/23/2001 Serial #: 1,100,635	Registered 4/10/2003 Reg. # 674,877	Title: CARGROOM
3.	Canada	Status: Registered Filed: 7/12/05 Serial#: 1,265,042	Registered 10/13/2006 Reg. # 679,101	Title: PRO-SPRAY
4.	Canada	Status: Registered Filed: 7/12/05 Serial#: 1,265,041	Registered 1/9/2007 Reg. # 679,101	Title: OUTRAGEOUS
5.	Canada	Status: Registered Filed: 7/12/05 Serial#: 1,265,039	Registered 1/9/2007 Reg. # 679,128	Title: ECSTASY
6.	Canada	Status: Registered Filed: 7/12/05 Serial#: 1,265,038	Registered 1/9/2007 Reg. # 679,127	Title: SHOCK WAVES
7.	Canada	Status: Registered Filed: 7/12/05 Serial#: 1,265,036	Registered 1/9/2007 Reg. # 679,126	Title: SPECTRAFLASH
8.	EC	Status: Registered Filed: 10/27/2003 Serial#: 3415601	Registered: 4/25/2005 Reg. # 3415601	Title: FURY
9.	EC	Status: Registered Filed: 10/27/2003 Serial#: 3415569	Registered: 4/13/2005 Reg. # 3415569	Title: OUTRAGEOUS
10.	EC	Status: Registered Filed: 2/19/2004 Serial#: 003654531	Registered: 5/25/2005 Reg. # 003654531	Title: DEFENDER
11.	EC	Status: Registered Filed: 6/17/2005 Serial#: 004452124 Conference #: None	Registered: 5/17/2006 Reg. # 004452124	Title: PRO-SPRAY H20
12.	Nigeria	Status: Registered Filed: 3/29/1999 Serial#: TP.75125/03 Conference #: None	Registered: 3/31/2004 Reg. # 62983	Title: KWIK MAGIC
13.	Nigeria	Status: Pending Filed: 6/9/2003 Serial #: TP.75125/03 Conf#: None		Title: EZLITE
14.	Nigeria	Status: Registered Filed: 6/9/2003 Serial #: TP.75126/03 Conf#: None	Registered: 3/8/2006 Reg.#: 67454	Title: BOND TITE



#	Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
15.	OHIO	Status: Registered Filed: No Date Serial #: None Conf#: None	Registered: 1/14/1985 Reg.#: RN81861	Title: BOND-TITE PRODUCTS (trade name)
16.	Ohio	Status: Registered Filed: No Date Serial #: None Conf#: None	Registered: 3/8/1993 Reg. #: RN168797	Title: U.S. CHEMICAL & PLASTICS, INC. (trade name)
17.	OHIO	Status: Registered Filed: No Date Serial #: None Conf#: None	Registered: 11/20/1995 Reg. #: RN209970	Title: CATALYST SYSTEMS (trade name)
18.	OHIO	Status: Registered Filed: No Date Serial#: None Conf#: None	Registered: 1/2/1996 Reg. #: RN214438	Title: MORTON PAINT CO. (trade name)
19.	OHIO	Status: Registered Filed: No Date Serial #: None Conf #: None	Registered: 2/22/1994 Reg. #: RN184753	Title: CAR GROOM (trade name)
20.	Russian Federation	Status: Registered Filed: 7/5/2005 Serial #: 2005716310	Registered: 6/1/2007 Reg. #: 327475	Title: PRO-SPRAY (English version)
21.	OHIO	Status: Registered Filed: 02/25/2010	Registered: 03/05/2010 Reg. #: 1919209	Title: PRO-SPRAY AUTOMOTIVE FINISHES
22.	Russian Federation	Status: Registered Filed: 7/5/2005 Serial #: 2005716309 Conf #: None	Registered: 6/1/2007 Reg. #: 327474	Title: PRO-SPRAY (Cyrillic version)
23.	Russian Federation	Status: Registered Filed: 7/25/2005 Serial #: 2005718245 Conf #: None	Registered: 5/21/2007 Reg. #: 326712	Title: OMI-CRON and Design (English Version)
24.	Russian Federation	Status: Registered Filed: 8/4/2005 Serial #: 2005719413 Conf #: None	Registered: 5/21/2007 Reg. #: 326713	Title: OMI-CRON and Design (Cyrillic version)
25.	US	Status: Registered Filed: 6/26/1973 Serial #: 461,405 Conf #: None	Registered: 12/17/1974 Reg. #: 999,906	Title: DURAGLAS
26.	US	Registered Filed: 6/26/1973 Serial #: 72/461,404 Conf #: None	Registered: 121/1975 Reg. #: 1,002,148	Title: KROMATE

#	Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
27.	US	Status: Registered Filed: 5/26/1976 Serial #: 88,428 Conf #: None	Registered: 8/30/1977 Reg. #: 1,072,038	Title: USC and Design
28.	US	Status: Registered Filed: 3/30/1979 Serial #: 73/209,579 Conf #: None	Registered: 9/16/1980 Reg. #: 1,139,613	Title: FEATHER-RITE
29.	US	Status: Registered Filed: 1/26/1978 Serial #: 73/156,522 Conf #: None	Registered: 2/10/1981 Reg. #: 1,146,776	Title: ALL-METAL
30.	US	Status: Registered Filed: 7/6/1992 Serial #: 74,292,260 Conf #: None	Registered: 9/6/1994 Reg. #: 1,852,822	Title: AVANT GARDE
31.	US	Status: Registered Filed: 10/22/1993 Serial #: 74/451,239 Conf #: None	Registered: 2/21/1995 Reg. #: 1,879,430	Title: HALF TIME
32.	US	Status: Registered Filed: 10/22/1993 Serial #: 74/451,240 Conf #: None	Registered: 2/21/1995 Reg. #: 1,879,431	Title: ICING
33.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,417	Registered: 10/29/1996 Reg. #: 2,012,513	Title: CARGROOM
34.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,349 Conf #: None	Registered: 10/8/1996 Reg. #: 2,006,883	Title: CARGROOM
35.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,348 Conf #: None	Registered: 11/5/1996 Reg. #: 2,014,276	Title: CARGROOM
36.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,414 Conf #: None	Registered: 11/5/1996 Reg. #: 2,014,277	Title: CARGROOM (and design)
37.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,346 Conf #: None	Registered: 8/13/1996 Reg. #: 1,994,124	Title: CARGROOM (and design)
38.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,419 Conf #: None	Registered: 10/15/1996 Reg. #: 2,008,974	Title: CARGROOM (and design)
39.	US	Status: Registered Filed: 11/1/1994 Serial #: 74/593,418 Conf #: None	Registered: 10/15/1996 Reg. #: 2,008,973	Title: CARGROOM (and design)
40.	US	Status: Registered Filed: 2/19/1958 Serial #: 72/046,153 Conf #: None	Registered: 1/23/1959 Reg. #: 680,644	Title: BOND TITE
41.	US	Status: Registered Filed: 2/28/1964 Serial #: 72/202,836	Registered: 3/8/1966 Reg. #: 804,963	Title: BOND TITE

#	Country	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title
		Conf #: None		
42.	US	Status: Registered Filed: 1/18/1985 Serial #: 73/518,126 Conf #: None	Registered: 7/30/1985 Reg. #: 1,351,179	Title: BOND TITE and Design
43.	US	Status: Registered Filed: 6/22/1977 Serial #: 73/131,401 Conf #: None	Registered: 5/30/1978 Reg. #: 1,092,313	Title: MICROCEL
44.	US	Status: Registered Filed: 5/6/1977 Serial #: 73/125,629 Conf #: None	Registered: 5/1/1979 Reg. #: 1,117,283	Title: XL
45.	US	Status: Registered Filed: 6/13/1984 Serial #: 73/484,932 Conf #: None	Registered: 7/23/1985 Reg. #: 1,350,165	Title: SUPER GLAS
46.	US	Status: Registered Filed: 9/15/1997 Serial #: 75/357,264 Conf #: None	Registered: 11/10/1998 Reg. #: 2,202,830	Title: SPLIT-SECOND
47.	US	Status: Registered Filed: 2/26/1999 Serial #: 75/648,909 Conf #: None	Registered: 7/25/2000 Reg. #: 2,370,455	Title: TBL
48.	US	Status: Registered Filed: 3/8/1999 Serial #: 75/656,565 Conf #: None	Registered: 8/1/2000 Reg. #: 2,372,383	Title: SHARK SKIN
49.	US	Status: Registered Filed: 6/20/2000 Serial #: 76/074,207 Conf #: None	Registered: 6/18/2002 Reg. #: 2,583,426	Title: BLUE ICE
50.	US	Status: Registered Filed: 7/23/2001 Serial #: 76/289,107 Conf #: None	Registered: 5/27/2003 Reg. #: 2,718,609	Title: ELITE
51.	US	Status: Registered Filed: 6/30/1989 Serial#: 73/809,977 Conf#: None	Registered: 6/12/1990 Reg. # 1,600,157	Title: MORTON PAINT CO. (and design)
52.	US	Status: Registered Filed: 6/30/1989 Serial#: 73/809,975 Conf #: None	Registered: 8/7/1990 Reg. # 1,608,712	Title: MORTON PAINT CO. (and design)
53.	US	Status: Registered Filed: 8/6/1998 Serial#: 75/532,285 Conf #: None	Registered: 6/27/2000 Reg. # 2,361,354	Title: MORTON PAINT COMPANY
54.	US	Status: Registered Filed: 8/6/1998 Serial#: 75/532,034 Conf #: None	Registered: 7/25/2000 Reg. # 2,369,960	Title: MORTON PAINT COMPANY
55.	US	Status: Registered Filed: 8/6/1998 Serial#: 75/532,036 Conf #: None	Registered: 8/15/2000 Reg. # 2,376,612	Title: MORTON PAINT COMPANY

<b>#</b>	<b>Country</b>	<b>Status, Filing Date, App. Serial No.</b>	<b>Pat/Reg No., Issue/Reg Date</b>	<b>Title</b>
56.	US	Status: Registered Filed: 2/12/2002 Serial#: 76/369,811 Conf #: None	Registered: 1/14/2003 Reg. # 2,674,670	Title: PRO-SPRAY
57.	US	Status: Registered Filed: 10/23/2003 Serial#: 78/317,959 Conf #: None	Registered: 1/24/2006 Reg. # 3,051,587	Title: OUTRAGEOUS
58.	US	Status: Registered Filed: 12/29/2003 Serial#: 78/346,188 Conf #: None	Registered: 2/1/2005 Reg. # 2,923,030	Title: DEFENDER
59.	US	Status: Registered Filed: 5/18/2005 Serial#: 78/632,380 Conf #: None	Registered: 9/19/2006 Reg. # 3,146,900	Title: ECSTASY
60.	US	Status: Registered Filed: 5/18/2005 Serial#: 78/632,398 Conf #: None	Registered: 9/19/2006 Reg. # 3,146,901	Title: SHOCK WAVES
61.	US	Status: Registered Filed: 5/18/2005 Serial#: 78/632,419 Conf #: None	Registered: 9/19/2006 Reg. # 3,146,902	Title: SILK
62.	US	Status: Registered Filed: 5/18/2005 Serial#: 78/632,437 Conf #: None	Registered: 10/10/2006 Reg. # 3,155,216	Title: SPECTRAFLASH
63.	US	Status: Registered Filed: 2/24/2006 Serial#: 78/822,436 Conf #: None	Registered: 7/24/2007 Reg. # 3,270,278	Title: FUZION
64.	US	Status: Registered Filed: 11/23/2009 Serial No. 77/878691	Registered: 7/20/2010 Reg. # 3821036	Title: DEFENDER
65.	US	Status: Registered Filed: 12/07/2011 Serial No. 85/489,385e	Registered: 8/28/2012 Reg. # 4197500	Title: NAVIGATOR
66.	US	Status: Registered Filed: 1/27/2012 Serial No. 85/527,283	Registered: 9/4/2012 Reg. # 4202211	Title: PAINTXPRT