

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
Roman Decorating Products LLC		11/21/2013	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Blue & Gray Enterprises, LLC
<b>Street Address:</b>	207 Woodstock Avenue
<b>City:</b>	Clarendon Hills
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60514
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	1866160	STRIP+
Registration Number:	1787302	ULTRA-PRIME
Registration Number:	1864130	ULTRA
Registration Number:	1005686	VINYL PREP
Registration Number:	1592656	R-35
Registration Number:	1380929	TEKNABOND
Registration Number:	1341843	R
Registration Number:	2229331	E-Z GEL
Registration Number:	1220482	GOLDEN HARVEST
Registration Number:	3633930	GOLDEN HARVEST
Registration Number:	1220484	
Registration Number:	1153568	BITE
Registration Number:	1709600	PROFESSIONAL
Registration Number:	2759136	E-Z HANG

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**TRADEMARK**

Registration Number:	2959066	MILDEW GUARD
Registration Number:	3192630	MILDEW GUARD
Registration Number:	2934660	E-Z HANG
Registration Number:	3446619	ARMORTEX
Registration Number:	3384120	ROMAN ARCHITECTURAL FINISHES
Registration Number:	3384144	ROMAN ARCHITECTURAL FINISHES
Registration Number:	3464252	ARMORMETALLIX
Registration Number:	3335177	DON'T JUST STRIP WALLPAPER-DEVOUR IT!
Registration Number:	3455144	BARRACUDA
Registration Number:	3632135	ARMORSHIELD
Registration Number:	3686842	PURE METALLICS
Registration Number:	4135775	CHEETAH
Registration Number:	3752324	ROMAN THE NO.1 CONTRACTOR BRAND
Registration Number:	3898575	RX-35
Registration Number:	4057734	R ROLLING OUT GREEN

**CORRESPONDENCE DATA**

Fax Number: 3124740448  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3124746300  
Email: janderfuren@marshallip.com  
Correspondent Name: Marshall, Gerstein & Borun LLP  
Address Line 1: 233 South Wacker Drive  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	28472/00003
NAME OF SUBMITTER:	Jill Anderfuren
Signature:	/ja/
Date:	12/02/2013

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into as of this November 21, 2013, by ROMAN DECORATING PRODUCTS LLC, a limited liability company incorporated under the laws of the State of Illinois, having a principal place of business at 824 State Street, Calumet City ILLINOIS 60409 USA (hereafter the "Assignor"), for the benefit and in favor of BLUE & GRAY ENTERPRISES, LLC, a limited liability company incorporated under the laws of the State of Delaware, having a principal place of business at 207 Woodstock Avenue, Clarendon Hills, ILLINOIS 60514 USA (hereafter the "Assignee").

WHEREAS, Assignor is the owner of the Roman Decorating Products trade name and the trademarks identified on the attached Schedule A, which is made a part hereof (hereafter the "Trademarks"), along with the goodwill of the business in connection with which the trademarks are used, and the applications and registrations therefor; and

WHEREAS, in connection with the transactions contemplated by that certain Asset Purchase Agreement, dated November 4, 2013, by and among Assignor and Assignee (the "Purchase Agreement"), Assignee wishes to acquire and Assignor wishes to assign and transfer to Assignee all of its rights, title and interest in and to the Trademarks and the goodwill appurtenant thereto.

NOW, THEREFORE, in consideration of these premises, covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby sells and assigns to the Assignee the entire right, title and interest in and to the trade name and the Trademarks, including any and all applications and registrations therefor, and the goodwill appurtenant thereto, along with the right to register, enforce, and sue and collect remedies for prior, contemporaneous or future infringement of the Trademarks.

The Assignor hereby further confirms that it has the right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict therewith. This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding on Assignor, its successors and assigns. The undersigned is empowered to sign this certificate on behalf of the Assignor.

This Assignment is made and accepted upon and subject to the provisions under the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, or modify any of the obligations, agreements, covenants or warranties of Seller or Purchaser (each as defined in the Purchase Agreement) contained in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

Purchase Agreement. If any conflict exists between the terms of this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, executed by the Assignor's undersigned representative on the date following the undersigned's name.

ROMAN DECORATING PRODUCTS LLC

By: *G M Russo*

Name: GERALD M RUSSO

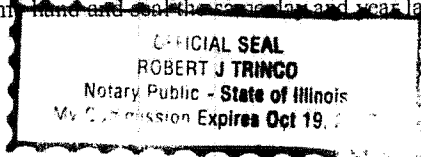
Title: PRES. + CEO

Date: November 21, 2013

NOTARIZATION:










On this 21 day of NOVEMBER, 2013, before me, a Notary Public in and for the County and State aforesaid, appeared Gerald M. Russo, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.



*Robert J Tringo*  
Notary Public

**SCHEDULE A**

<b>Country</b>	<b>Mark</b>	<b>Filed</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
US	STRIP+	7/16/1993	74/413,204	12/6/1994	1,866,160
Canada	ULTRA-PRIME	12/2/1992	718063	11/29/1996	TMA466599
US	ULTRA-PRIME	9/30/1991	74/200,044	8/10/1993	1,787,302
US	ULTRA	10/19/1992	74/323,488	11/22/1994	1,864,130
US	VINYL PREP	4/8/1974	73/018,241	3/4/1975	1,005,686
US	R-35	9/12/1989	73/824,904	4/24/1990	1,592,656
US	TEKNABOND	9/28/1984	73/501,555	2/4/1986	1,380,929
Canada		12/2/1992	718045	2/16/1996	TMA454088
US		12/6/1984	73/512,282	6/18/1985	1,341,843
Canada	E-Z GEL	9/13/1996	823252	6/18/2001	TMA546693
US	E-Z GEL	7/9/1996	75/130,665	3/2/1999	2,229,331
Canada	GOLDEN HARVEST	12/24/1996	832386	12/19/2000	TMA538881
US	GOLDEN HARVEST	6/15/1981	73/314,766	12/21/1982	1,220,482
China	GOLDEN HARVEST	6/26/2008	6806948	9/28/2010	6806948
US	GOLDEN HARVEST	4/22/2008	77/454,512	6/9/2009	3,633,930
Canada		12/24/1996	832387	12/19/2000	TMA538882
US		6/22/1981	73/315,694	12/21/1982	1,220,484
US	BITE	9/5/1979	73/230,261	5/12/1981	1,153,568
US		9/11/1989	73/825,107	8/25/1992	1,709,600
US	E-Z HANG	10/30/1999	75/569,210	9/2/2003	2,759,136
Canada	ULTRA PRO-880	6/12/2001	1105831	2/17/2004	TMA602474
US		9/2/2003	76/541,856	6/7/2005	2,959,066
US	MILDEW GUARD	12/16/2005	78/774,788	1/2/2007	3,192,630
US	E-Z HANG	8/25/2003	76/977,083	3/22/2005	2,934,660
US	ARMORTEX	9/9/2005	78/709,752	6/10/2008	3,446,619
US	ROMAN ARCHITECTURAL FINISHES	1/8/2007	77/077,985	2/19/2008	3,384,120
US		1/19/2007	77/086,325	2/19/2008	3,384,144
US	ARMORMETALLIX	3/10/2006	78/834,478	7/8/2008	3,464,252
US	DON'T JUST STRIP WALLPAPER DEVOUR IT!	8/7/2006	78/946,220	11/13/2007	3,335,177
US	BARRACUDA	11/8/2006	77/975,545	6/24/2008	3,455,144
US	ARMORSHIELD	7/27/2007	77/240,394	6/2/2009	3,632,135
US	PURE METALLICS	1/17/2008	77/374,234	9/22/2009	3,686,842
China	<i>Piranha</i>	6/26/2008	6806947	5/28/2012	6806947
US	CHEETAH	8/14/2008	77/546,881	5/1/2012	4,135,775
US		9/2/2009	77/818,824	2/23/2010	3,752,324
US	RX-35	9/10/2009	77/824,021	1/4/2011	3,898,575
US		4/1/2010	85/975,753	11/15/2011	4,057,734

**TRADEMARK**