

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
Palmer Paint Products, Inc.		12/13/2013	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	LaRose Industries, LLC		
Street Address:	1578 Sussex Turnpike		
City:	Randolph		
State/Country:	NEW JERSEY		
Postal Code:	07869		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	0969498	QUALITY COMES FIRST AT PALMER	
Registration Number:	0957202	PALMER	
Registration Number:	1859385	PRISM	
Registration Number:	1021747	CREATIVE TOUCH	
Registration Number:	2294786	SUNART	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	973-848-8308		
Email:	dpopovic@mccarter.com		
Correspondent Name:	Michael R. Friscia		
Address Line 1:	Four Gateway Center,		
Address Line 2:	100 Mulberry Street		
Address Line 4:	Newark, NEW JERSEY 07102		

CH \$140.00 0969498

ATTORNEY DOCKET NUMBER:	117347/1 (MRF-3445)
NAME OF SUBMITTER:	Michael R. Friscia
Signature:	/Michael R. Friscia/
Date:	01/13/2014
Total Attachments: 5 source=Assignment of Trademarks and Service Marks#page1.tif source=Assignment of Trademarks and Service Marks#page2.tif source=Assignment of Trademarks and Service Marks#page3.tif source=Assignment of Trademarks and Service Marks#page4.tif source=Assignment of Trademarks and Service Marks#page5.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICEMARKS

Dated December 13, 2013

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, this Assignment of Trademarks and Servicemarks is given pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**") of even date herewith by and among the Assignor and the Assignee. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, PALMER PAINT PRODUCTS, INC., a Michigan corporation (the "**Assignor**"), owns the trademarks, service marks, logos, designs, slogans, trade dress, trade names and brand names set forth on **Schedule A** attached hereto (the "**Marks**"); and

WHEREAS, LAROSE INDUSTRIES LLC, a New Jersey limited liability company, having a principal place of business at 1578 Sussex Turnpike, Randolph, New Jersey 07869 (the "**Assignee**") is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States and foreign countries, together with all of the goodwill of the business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration as more particularly described in the Purchase Agreement (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest to the Marks, and any United States and foreign registrations and applications therefor, together with all of the Assignor's goodwill of the Business (as defined in the Purchase Agreement) associated with the use of and symbolized by the foregoing along with all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment of Trademarks and Servicemarks, with the right to sue for and collect the same for the Assignee's own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

AND the Assignor, for the consideration aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute and deliver, at the sole cost and expense of the Assignee, any and all other instruments in writing, further applications, papers, affidavits, assignments, and other documents which, in the reasonable opinion of counsel to the Assignee, its successors and assigns, may be required or necessary to secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed;

AND the Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, in the name

and on behalf of the Assignor but for the benefit of and at the sole cost and expense of the Assignee, to institute and prosecute all proceedings that the Assignee may deem proper in order to transfer the Marks hereby sold and transferred, or to defend or compromise any suit, action, arbitration, legal, administrative or regulatory proceeding, in respect of any of said Marks, and to take all such action in relation thereto as the Assignee shall deem advisable; and the Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are not revocable by the Assignor for any reason;

AND this instrument shall be governed by and interpreted under the laws of the State of New Jersey applicable to contracts made and to be performed entirely within that State without giving effect to the principles of conflicts of laws thereof.

This instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns.

[Signature page follows.]



IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks and Servicemarks to be executed and delivered by its officer thereunto duly authorized.

PALMER PAINT PRODUCTS, INC.

By: Renee Kanas 12-13-13
Name: RENEE KANAS
Title: PRESIDENT

[Signature Page to Assignment of Trademarks and Servicemarks]

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

Personally appeared before me, SHARON EDELMAN, a Notary Public in and for said County and State, RENEE KANAS, with whom I am personally acquainted and who acknowledged that she is the CHAIRMAN of PALMER PAINT PRODUCTS, INC. and that she executed the foregoing instrument on behalf of PALMER PAINT PRODUCTS, INC. as the free act and deed of PALMER PAINT PRODUCTS, INC. by order of the board of directors of said corporation.

WITNESS my hand and seal at office this 13 day of DECEMBER, 2013.

My Commission Expires

8/18/2017


Notary Public

SHARON L. EDELMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 18, 2017
ACTING IN COUNTY OF OAKLAND

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Serial/Reg. No.</u>
Dry Temp	961,284
Ultra Temp	952,558
Quality Comes First at Palmer	969,498
Palmer	957,202
Prism	1,859,385
Creative Touch	1,021,747
Sunart	2,294,786

PENDING U.S. TRADEMARK APPLICATIONS

[None]

COMMON LAW TRADEMARKS, TRADE NAMES, SERVICE MARKS

[None]

LOGOS

[None]

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Serial/Reg. No.</u>
Palmer (stylized)	1,180,527

