

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RJF International Corporation		03/14/2014	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Koroseal Interior Products, LLC
Street Address:	3875 Embassy Parkway
Internal Address:	Koroseal Interior Products
City:	Fairlawn
State/Country:	OHIO
Postal Code:	44333
Entity Type:	CORPORATION: DELAWARE LIMITED LIABILITY COMPANY: DE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	86138233	ARBOR SERIES
Registration Number:	1489771	EARLY WARNING EFFECT
Registration Number:	2478130	DESIGNRITE
Registration Number:	2084553	ERASERITE
Registration Number:	2037806	EZRITE
Registration Number:	2143431	JUSTRITE
Registration Number:	1953652	KOROGARD
Registration Number:	1053617	KOROKLEAR
Registration Number:	1097465	KOROKLEAR
Registration Number:	2480054	KORORITE
Registration Number:	1711712	KOROSEAL
Registration Number:	2139665	MAGRITE
Registration Number:	2713188	SPEAK EASY
Registration Number:	2606765	TAC-WALL
Registration Number:	2619785	TRAFFIC PATTERNS
Registration Number:	2843199	VICRTEX
Registration Number:	2059439	WALLTALKERS
Registration Number:	2169364	CHESAPEAKE WALLCOVERINGS CORPORATION
Registration Number:	2163812	CHESAPEAKE WALLCOVERINGS CORPORATION

CH \$840.00 86138233

Property Type	Number	Word Mark
Registration Number:	3486564	CHESAPEAKE'S CRAZY ABOUT KIDS
Registration Number:	3253596	CHESAPEAKE'S KITCHEN AND BATH ESSENTIALS
Registration Number:	3537630	EASY ACCENT PEEL & STICK APPLIQUÉS
Registration Number:	3496396	EASY-MATCH
Registration Number:	3357375	EASY-WALLS
Registration Number:	3092241	FAMILY AND FRIENDS
Registration Number:	3768250	FIELD GUIDE
Registration Number:	3609941	GRAND ESTATES
Registration Number:	3253595	GROWING UP WITH CHESAPEAKE
Registration Number:	3139982	HANGS IN MINUTES, REMOVES IN SECONDS
Registration Number:	3648262	NATURAL LIVING
Registration Number:	3747137	QUINTESSENTIAL
Registration Number:	3626433	STUDIO VUE
Registration Number:	3609753	SUNDAY MORNING

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: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	14214-18
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	03/21/2014

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made and entered into on March 14, 2014 (“Effective Date”), by and between RJF International Corporation, an Ohio corporation, (“Assignor”), and Koroseal Interior Products, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith by and between Assignor, Assignee, Ecofusion, LLC and other parties thereto (“Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the registered trademarks described on Schedule A attached hereto, and all other trademarks that are owned by Assignor which are used in or otherwise related to the Business (as such term is defined in the Purchase Agreement), together with the goodwill associated with any of the foregoing (the “Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks for the United States and all foreign countries, whether or not trademark registration is secured, including, without limitation, all 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 (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

Assignor shall take all further actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance consistent with the Purchase Agreement. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement will 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 law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

RJF INTERNATIONAL CORPORATION

By: *John L. Baechle*
Name: John L. Baechle
Title: Chairman

State of Ohio }
County of Summit } SS.:

On March 13, 2014, before me, John L. Baechle personally appeared John L. Baechle, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Donna Sheppard



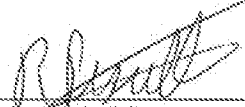
DONNA SHEPPARD
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
4-22-17
Recorded in
Medina County

[Signature page to Trademark Assignment Agreement]

ASSIGNEE:

KOROSEAL INTERIOR PRODUCTS, LLC

Date: March 14, 2014

By: 
Name: Robert Pistilli
Its: President and Assistant Secretary

[Signature Page - Trademark Assignment Agreement]

TRADEMARK
REEL: 005242 FRAME: 0502

SCHEDULE A

Trademarks – Koroseal Interior Products

Application Serial Number	Registration Number	Registration/ Issue Date	Mark	Country
86/138,233	n/a	n/a	Arbor Series	US
76/126,452	2,478,130	8/14/2001	Designrite	US
73/639,997	1,489,771	5/31/1988	Early Warning Effect	US
74/688,710	2,084,553	7/29/1997	Eraserite	US
74/682,004	2,037,806	2/11/1997	EZrite	US
75/130,903	2,143,431	3/10/1998	Justrite	US
74/490,356	1,953,652	1/30/1996	Korogard	US
73/085,302	1,053,617	11/30/1976	Koroklear	US
73/136,459	1,097,465	7/25/1978	Koroklear	US
76/126,542	2,480,054	8/21/2001	Kororite	US
74/197,316	1,711,712	9/1/1992	Koroseal	US
75/130,743	2,139,665	2/24/1998	Magrite	US
76/403,153	2,713,188	5/6/2003	Speak Easy	US
76/135,767	2,606,765	8/13/2002	Tac-Wall	US
76/126,370	2,619,785	9/17/2002	Traffic Patterns	US
78/260,638	2,843,199	5/18/2004	Vicrtex	US
75/130,724	2,059,439	5/6/1997	Walltalkers	US
A493397	A493397	8/15/1988	Early Warning Effect	AU
A493398	A493398	8/15/1988	Early Warning Effect	AU
A85681	A85681	1/4/1946	Koroseal	AU
A176907	A176907	1/4/1946	Koroseal	AU
924424	646400	10/1/1999	Koroklear	BE
880533	601971	8/1/1997	Koroseal	BE
928704	643938	8/1/1999	Vicrtex	BE
821665103	821665103	9/2/2003	Koroklear	BR
126417	2,137,232	2/17/1958	Koroseal	BR
126419	2,139,260	3/4/1948	Koroseal	BR
1089376	TMA662630	4/12/2006	Du Concept A La Realite	CA
615105	TMA394988	3/6/1992	Early Warning Effect	CA
1157999	TMA663718	5/5/2006	From Concept to Reality	CA
171508	UCA9263	8/16/1937	Koroseal	CA
1147066	TMA609265	5/4/2004	M ²	CA
1150944	TMA619923	9/17/2004	M ² Design	CA
1021032	TMA537956	11/29/2000	Metro & Design	CA
0884631	TMA513792	7/30/1999	Metro Contract	CA
1144756	TMA604270	3/5/2004	MPIX Metro & Rabbit Design	CA
1144757	TMA604268	5/5/2004	MPIX Metro & Rabbit Design	CA
377364	TMA206554	4/18/1975	Vicrtex	CA
286071	286071	5/10/1987	Koroseal	CN
397378858	39737885	7/13/1998	Koroseal	DE
G22913	1007518	12/3/1973	Koroseal	DE
T199702746	210220	6/15/1998	Koroseal	FI
98/761121	98761121	11/25/1998	Early Warning Effect	FR
98/761124	98761124	11/25/1998	Koroklear	FR
96/649974	96649974	11/8/1996	Koroseal	FR
98/761120	98761120	11/25/1998	Vicrtex	FR
674889	674889	10/24/1995	Koroseal	IN
5019980007534 5020090011900	4001861820000	3/24/1999	Early Warning Effect	KR

Application Serial Number	Registration Number	Registration/ Issue Date	Mark	Country
1049980030125 5020090011897	4004570470000	10/20/1999	Koroklear	KR
4019980030124 5020090011899	4004582090000	11/9/1999	Koroseal	KR
4019980030126 5020090011898	4004579050000	11/3/1999	Vicrtex	KR
299111	299111	10/2/1998	Early Warning Effect	NZ
299113	299113	10/2/1998	Koroklear	NZ
299114	299114	10/2/1998	Koroseal	NZ
299115	299115	10/2/1998	Koroseal	NZ
299112	299112	10/2/1998	Vicrtex	NZ
19955057	177346	10/10/1996	Koroseal	NO
T9810540D	T9810540D	10/20/1998	Early Warning Effect	SG
T9810539J	T9810539J	10/20/1998	Koroklear	SG
T9810537D	T9810537D	10/20/1998	Koroseal	SG
T9810538B	T9810538B	10/20/1998	Koroseal	SG
T9811034C	T9811034C	11/4/1998	Vicrtex	SG
96-10370	325612	11/21/1997	Koroseal	SE
09410/1989	P-378802	10/3/1990	Koroseal	CH
7747100	437262	4/1/1989	Early Warning Effect	TW
2178797	2178797	4/6/1999	Koroklear	UK
2002589	2002589	7/26/1996	Koroseal	UK
580126	580126	9/24/1937	Koroseal	UK
642948	642948	12/15/1945	Koroseal	UK

Trademarks - Koroseal Interior Products (Residential)

Application Serial Number	Registration Number	Registration/ Issue Date	Mark	Country
75/281,021	2,169,364	6/30/1998	Chesapeake Wallcoverings Corporation & Design	US
75/281,022	2,163,812	6/9/1998	Chesapeake Wallcoverings Corporation	US
78/967,848	3,486,564	8/12/2008	Chesapeake's Crazy About Kids	US
78/946,607	3,253,596	6/19/2007	Chesapeake's Kitchen and Bath Essentials	US
77/062,177	3,537,630	11/25/2008	Easy Accent Peel & Stick Appliques & Design	US
77/022,962	3,496,396	9/2/2008	Easy-Match	US
78/712,308	3,357,375	12/18/2007	Easy-Walls	US
78/402,365	3,092,241	5/16/2006	Family and Friends	US
77/465,711	3,768,250	3/30/2010	Field Guide	US
77/389,722	3,609,941	4/21/2009	Grand Estates	US
78/946,603	3,253,595	6/19/2007	Growing Up With Chesapeake	US
78/431,140	3,139,982	9/5/2006	Hangs in Minutes, Removes in Seconds	US
77/299,746	3,648,262	6/30/2009	Natural Living	US
77/066,536	3,747,137	2/9/2010	Quintessential	US
77/589,528	3,626,433	5/26/2009	Studio Vue	US
77/355,081	3,609,753	4/21/2009	Sunday Morning	US

Unregistered Trademarks:

Korotex
Contours
Korostone
Korowall
Decowrite
Mag Write
Nuvurite
Ezkleen
Arbor Series
Bellagard
Contract Wallcoverings
Digital Surfaces
Korographics
option e
RCV
Sound Designs
Traffic Patterns
Warner Wallcoverings (Residential)