

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axalta Coating Systems, LLC		09/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Clayton Venture Group, L.L.C.		
Street Address:	600 Corporate Park Drive		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4354655	PERFORMANCE CLAIMS	
Serial Number:	86358910	PERFORMANCE GATEWAY	
Serial Number:	85363260	PERFORMANCE GATEWAY	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Thomas A. Polcyn		
Address Line 1:	One US Bank Plaza		
Address Line 2:	Thompson Coburn LLP		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	51017-136981		
NAME OF SUBMITTER:	Thomas A. Polcyn		
SIGNATURE:	/thomas a. polcyn/		
DATE SIGNED:	10/03/2014		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made effective this 5th day of September 2014, by and among Axalta Coating Systems, LLC ("Seller"), on the one hand, and Clayton Venture Group, L.L.C. (hereinafter "Purchaser"), on the other hand. Seller and Purchaser are referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, Seller and Purchaser have entered into an Intellectual Property Purchase Agreement dated as of the date hereof (the "IP Purchase Agreement"); and

WHEREAS, under the terms of the IP Purchase Agreement, the Parties agreed to enter into this Assignment at the closing of the transactions contemplated by the IP Purchase Agreement.

NOW, THEREFORE, in consideration of the execution of the IP Purchase Agreement, the payment of the consideration stipulated in the IP Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein, as used in this Assignment, shall have the respective meanings ascribed to such terms in the IP Purchase Agreement.

2. Assignment of Trademarks. Subject to the terms and conditions of the IP Purchase Agreement, Seller, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign and transfer unto Purchaser, all of its right, title, and interest in, to or under the trademarks and service marks PERFORMANCE GATEWAY and PERFORMANCE CLAIMS (and all variations and designs thereof and all logos incorporating any such trademarks or service marks), the domain names performancegateway.com, performanceadmin.net, theperformancegateway.com and performancegateway.es, all goodwill associated with the foregoing, and any registrations and applications therefor and renewals thereof, including U.S. Trademark Registration No. 4,354,655 and Canadian Trademark Application No. 1,533,936 for PERFORMANCE CLAIMS and U.S. Trademark Application Nos. 86/358,910 and 85/363,260 and Canadian Trademark Application No. 1,533,937 for PERFORMANCE GATEWAY, along with all income, royalties, damages and payments with respect thereto earned or accrued following Closing (including damages and payments for infringements or misappropriations thereof, the right to sue and recover for infringements or misappropriations thereof).

3. Terms of IP Purchase Agreement. This Assignment is executed and delivered pursuant to the IP Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the IP Purchase Agreement. The Parties acknowledge that this Assignment and the IP Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the IP Purchase Agreement, the IP Purchase Agreement will control. Nothing

contained herein shall be deemed to alter, modify, expand or diminish the terms of the IP Purchase Agreement.

4. Further Assurances. Without limiting Seller's general obligations under Section 2.6 of the IP Purchase Agreement, Seller shall promptly effect the transfer of the registration of performancegateway.es utilizing the official procedure established by the current registrar of such domain name registration for transferring the registration of such domain name. Seller agrees to initiate such transfer process within ten (10) business days of the Effective Date.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the substantive laws of the State of New York, without reference to its choice of law rules.

6. Execution. This Assignment may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Each shall be considered signed when the signature of a Party is delivered by facsimile, electronic signature or electronic (email) transmission to the other parties, when it is delivered in a manner that reasonably identifies the signatory as the party named. Such electronic signatures shall be treated in all respects as having the same effect as an original signature. If requested by any Party, documents bearing an original signature may be subsequently and promptly submitted to replace copies bearing electronic signatures. The Parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

“PURCHASER”

CLAYTON VENTURE GROUP, L.L.C.

By: [Signature]
Name: Lee Kaplan
Title: Vice President

“SELLER”

AXALTA COATING SYSTEMS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed effective as of the Effective Date.

"PURCHASER"

CLAYTON VENTURE GROUP, L.L.C.

By: _____
Name: _____
Title: _____

"SELLER"

AXALTA COATING SYSTEMS, LLC

By: Robert W. Bryant
Name: Robert W. Bryant
Title: Executive Vice President & Chief
Financial Officer