

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429743

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Valspar Sourcing, Inc.		06/01/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Valspar Holdings I, Inc.		
Street Address:	101 W. Prospect Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115-1075		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3446473	COLOR CHOICE	
Registration Number:	3755425	ZENITH	
Registration Number:	4172570	Z-FORM	
CORRESPONDENCE DATA			
Fax Number:	2165154400		
<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:	2165155504		
Email:	legal_ip@sherwin.com		
Correspondent Name:	Juliet P. Castrovinci		
Address Line 1:	101 W. Prospect Avenue, Legal Dept.		
Address Line 2:	c/o The Sherwin-Williams Company		
Address Line 4:	Cleveland, OHIO 44115-1075		
NAME OF SUBMITTER:	Juliet P. Castrovinci		
SIGNATURE:	/Juliet P. Castrovinci/		
DATE SIGNED:	06/02/2017		
Total Attachments: 7			
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RESTRUCTURING IP TRANSFER

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Agreement**"), by and between Valspar Sourcing, Inc., a Minnesota corporation ("**Assignor**"), and Valspar Holdings I, Inc., a Delaware corporation ("**Assignee**"), is effective as of 10:08 a.m. (eastern time) on June 1, 2017. Assignor and Assignee are sometimes collectively referred to herein as the "**Parties**" and individually referred to herein as a "**Party**." Capitalized terms used herein without definition will have the respective meanings given to such terms in the Purchase Agreement.

WHEREAS, The Valspar Corporation, a Delaware corporation ("**Seller**"), and Axalta Coating Systems Ltd. ("**Purchaser**") are parties to that certain Asset Purchase Agreement, dated as of April 11, 2017 (the "**Purchase Agreement**"), pursuant to which, among other things, Assignor has agreed to assign, or cause to be assigned, to Purchaser all of its, or its applicable Subsidiary's, right, title and interest in and to the trademarks set forth on Schedule A hereto (collectively, the "**Transferred Marks**"); and

WHEREAS, Assignor and Assignee are both wholly owned direct or indirect Subsidiaries of Seller.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, Assignor and Assignee hereby agree as follows:

Section 1. **Trademark Assignment**. Assignor irrevocably hereby sells, assigns, grants, delivers, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Transferred Marks, including:

(a) the goodwill of the business in connection with which the Transferred Marks are used,

(b) all rights of any kind whatsoever accruing under the Transferred Marks provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world,

(c) all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all Transferred Marks, and

(d) all income, royalties, damages or payments accrued, due or payable as of the Closing Date or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for, and collect the same.

Section 2. **Recording**. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Entity,

to record this Agreement and to issue any and all registrations from any and all applications for registration included in the Transferred Marks to and in the name of Assignee.

Section 3. No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Agreement may be construed as a waiver of any of the rights or remedies of the Parties and Purchaser as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties and Purchaser pursuant to the Purchase Agreement, including any other Transaction Document. Assignor makes no representations or warranties with respect to the Transferred Marks except as specifically set forth in the Purchase Agreement and the other Transaction Documents. This Agreement is not intended to limit in any manner the terms of the Purchase Agreement or the other Transaction Documents nor is it intended to create any right or obligation broader (or more limited) than those specifically set forth in the Purchase Agreement or the other Transaction Documents. In the event of any ambiguity or conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. No provision of this Agreement may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties. No failure to enforce any provision of this Agreement will be deemed to or will constitute a waiver of such provision and no waiver of any of the provisions of this Agreement will be deemed to or will constitute a waiver of any other provision of this Agreement nor will such waiver constitute a continuing waiver. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement.

Section 4. Captions. The captions and headings herein are included for convenience of reference only and will be ignored in the construction or interpretation hereof.

Section 5. Governing Law. This Agreement, and all claims or causes of action (whether at Law, in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Section 6. Further Assurances. From and after the date of this Agreement, Assignor and Assignee shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable Law to consummate and make effective the provisions hereof as promptly as practicable, including the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement and to fully carry out the purposes of this Agreement.

Section 7. Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties to this Agreement and delivered (by

telecopy, electronic delivery or otherwise) to the other parties to this Agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in Portable Document Format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature pages follow this page.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNOR:

VALSPAR SOURCING, INC.

By: 

Name: Catherine M. Kilbane

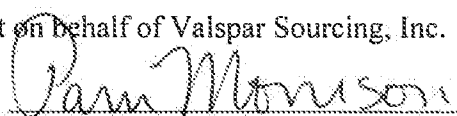
Title: Vice President and Secretary

STATE OF Ohio

COUNTY OF Cuyahoga

ss:

On this 21st day of May, personally appeared before me Catherine M. Kilbane, known to me to be Vice President and Secretary of Valspar Sourcing, Inc., who acknowledged that he or she signed this instrument as a free act on behalf of Valspar Sourcing, Inc.


Notary Public:

My commission expires:

PAM A. MORRISON
Notary Public - State of Ohio
My Commission Expires Sept. 21, 2019

ASSIGNEE:

VALSPAR HOLDINGS I, INC.

By:

Name: Catherine M. Kilbane

Title: Vice President and Secretary

STATE OF

Ohio

ss:

COUNTY OF

Cuyahoga

On this 26th day of May, personally appeared before me Catherine M. Kilbane, known to me to be Vice President and Secretary of Valspar Holdings I, Inc., who acknowledged that he or she signed this instrument as a free act on behalf of Valspar Holdings I, Inc.

Pam Morrison
Notary Public:

My commission expires:

PAM A. MORRISON
Notary Public - State of Ohio
My Commission Expires Sept. 21, 2019

Schedule A

Transferred Marks

See attached.

Schedule A
Transferred Marks - Valspar Sourcing, Inc.

Trademark	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Goods (illustrative, see registration for specific goods)	Conveyance Proposed
COLOR CHOICE	Canada	Registered	1260548	09-Jun-2005	741578	08-Jun-2009	Class 7: Mixing and dispensing machinery for paints and stains Class 2: Interior and exterior paints and stains	Assign to Buyer
COLOR CHOICE	U.S.	Registered	78519825	19-Nov-2004	3446473	10-Jun-2008	Class 2: Interior and exterior paints; and coatings, namely, stains for interior and exterior use on a variety of substrates. Class 7: Mixing and dispensing machinery for paints and stains.	Assign to Buyer
ENVIRO PLUS	Canada	Registered	725570	26-Mar-1993	434279	07-Oct-1994	Protective and decorative coatings for wood, namely, stain, wash coat, wiping stain, sealer and top-coat	Assign to Buyer
LUSTRELAC	Canada	Registered	469405	04-May-1981	264762	04-Dec-1981	Coatings using a nitrocellulose alkyd resin system particularly for application to wood articles of manufacture and to wood for use in manufacturing articles.	Assign to Buyer
PRESIDIUM	Canada	Registered	1453470	29-Sep-2009	824135	15-May-2012	Paints and varnishes for wood and cabinetry	Assign to Buyer
SUPERGUARD	Canada	Registered	530888	31-Oct-1984	306652	06-Sep-1985	Coatings using a nitrocellulose alkyd resin system particularly for application to wood articles of manufacture and to wood for use in manufacturing articles	Assign to Buyer
ZENITH	Canada	Registered	1450543	03-Sep-2009	773674	04-Aug-2010	Paints; coatings, namely, stains and clear finishes for exterior and interior use on a variety of substrates.	Assign to Buyer
ZENITH	U.S.	Registered	77478085	19-May-2008	3755425	02-Mar-2010	Paints; Coatings, namely, stains and clear finishes for exterior and interior use on a variety of substrates. Paints; coatings, namely, stains, varnishes, and clear finishes for exterior and interior use on a variety of substrates	Assign to Buyer
Z-FORM	U.S.	Registered	85274316	23-Mar-2011	4172570	10-Jul-2012		Assign to Buyer

TRADEMARK

REEL: 006075 FRAME: 0493

RECORDED: 06/02/2017