

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase of entire interest and goodwill under Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thibaut Inc.		01/11/2006	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Thibaut Acquisition Company		
Street Address:	480 Frelinghuysen Avenue		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	07114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2082210	CENTURIES	
Registration Number:	2546275	GRAND PAVILION	
Registration Number:	2167968	LENNOX PARK	
Registration Number:	2577400	LEXINGTON	
Registration Number:	2630461	STRIPE RESOURCE	
Registration Number:	2038406	THIBAUT	
Registration Number:	2597420	TOILE RESOURCE	
Registration Number:	3126885	DAMASK RESOURCE	
Registration Number:	3132725	SMALL PRINT RESOURCE	
Registration Number:	3181986	TEXTURE RESOURCE	
Registration Number:	2842079	TREILLAGE	
Registration Number:	1142670	THIBAUT	
Registration Number:	1137979	AMERICAN COLONIAL	
Registration Number:	3192146	THIBAUT	
CORRESPONDENCE DATA			
Fax Number:	8004867194		
<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:	215.981.4538		

OP \$365.00 2082210

Email: wakiyamp@pepperlaw.com
Correspondent Name: Peter Wakiyama, Pepper Hamilton LLP
Address Line 1: Eighteenth and Arch Streets
Address Line 2: 3000 Two Logan Square
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER: 138846/25

NAME OF SUBMITTER: Peter T. Wakiyama

SIGNATURE: /ptw/

DATE SIGNED: 12/28/2017

Total Attachments: 7

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is entered into as of the 11th day of January, 2006 by and among RPM International Inc., a Delaware corporation ("**RPM**"), ZINSSER CO., INC., a New Jersey corporation ("**Zinsser**"), and THIBAUT INC., a New York corporation ("**Seller**"), and THIBAUT ACQUISITION COMPANY, a Delaware corporation ("**Purchaser**").

RECITALS

WHEREAS, Seller is in the business of designing, selling and distributing wallpaper and fabric to interior designers, "trade only" showrooms and retail decorating centers (the "**Business**");

WHEREAS, Seller desires to sell and Purchaser desires to purchase the assets of Seller used in the Business, on and subject to the terms and conditions set forth herein;

WHEREAS, Zinsser and Seller are subsidiaries of RPM, and through those relationships, Zinsser will benefit from this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINED TERMS

1.1 Definitions.

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with reference to a Person, any Person that directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with the specified Person. For purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" has the meaning given to it in the preamble of this Agreement.

"Assets" has the meaning given to it in Section 2.1.

"Assumed Contracts" has the meaning given to it in Section 2.3(a)(v).

"Assumed Liabilities" has the meaning given to it in Section 2.3(a).

"Business Day" means a day other than a Saturday, Sunday or day on which commercial banks in Cleveland, Ohio, are generally closed for business.

"Claims Notice" has the meaning given to it in Section 9.4(a).

“Indemnity Cap” has the meaning given to it in Section 9.2(b)(iii).

“Independent Accountants” has the meaning given to it in Section 3.2(b).

“Intellectual Property” means any patents, copyrights, trademarks and service marks (both registered and common law), trade names, trade dress, symbols, logos, slogans, domain names, design rights, mask works rights, trade secrets, know-how (including customer-specific application know-how), inventions (whether or not patentable), designs, formulas, recipes, technologies, research and development, proprietary rights, laboratory notebooks, records of inventions, discoveries, copyrightable and copyrighted works, apparatus, computer software programs, systems, databases, processes (whether or not secret), products, formulations and other intellectual property of every kind, and any and all applications and/or registrations, filings, licenses, sublicenses or agreements with respect to any of the foregoing, including the “Thibaut” and “Thibaut Design” names, any related service marks utilizing the “Thibaut” name, or any derivations or variations thereof that belong to Seller.

“Interim Balance Sheet” has the meaning given to it in the definition of Financial Statements.

“Interim Income Statement” has the meaning given to it in the definition of Financial Statements.

“Inventory” means all inventories of Seller, including raw materials, work-in-process, finished products, scrap, supplies, spare parts, shipping containers, sample inventory and packaging materials of Seller, wherever located, including inventory located at the Real Properties.

“Knowledge” and **“know”** means, when referring to Seller, the actual knowledge of Tom De Rocco, Doug Joyner and Charles Pauli, and also means the knowledge each such Person would have had after making reasonable inquiry of personnel of Seller, and a reasonable investigation and review of the books and records of Seller.

“Liabilities” means all liabilities or obligations of any nature whatsoever, whether absolute or contingent, due or to become due, accrued or unaccrued, known or unknown, direct or consequential or otherwise.

“Lien” means any mortgage, claim, lien, judgment, security interest, pledge, escrow, charge, right of way, easement or other similar encumbrance.

“Major Indemnity Basket” has the meaning given to it in Section 9.2(b)(ii).

“Material Adverse Effect” means any change or effect that has been or would be likely to be materially adverse to the condition (financial or otherwise), business, assets, results of operation of Seller or the Business, as the case may be, excluding changes and effects resulting from general economic and industry conditions not specific to Seller or to the Business, as the case may be.

“Multiemployer Plan” means any multiemployer plan within the meaning of Sections 3(37) or 4001(a)(3) of ERISA.

1.2 Interpretation.

The following provisions shall govern the interpretation of this Agreement:

(a) The words "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, subsection or Schedule, unless the context requires otherwise; references to this Agreement include the Schedules to this Agreement; and, unless the context requires otherwise, references to Schedules refer to the Schedules to this Agreement.

(b) Headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing individuals shall include Persons and vice versa.

(d) The calculation of time within which or following which any act is to be done or taken pursuant to this Agreement excludes the date which is the reference day in calculating such period.

(e) Performance on holidays is not required hereunder. Whenever any act is required to be done or taken hereunder on or by a day which is not a Business Day, then such act may be validly done or taken on or by the next succeeding day that is a Business Day.

(f) The term "including" shall be deemed to mean "including, without limitation."

(g) Except as specifically provided otherwise in this Agreement, all accounting terms used herein that are not specifically defined shall have the meanings customarily given them in accordance with GAAP.

ARTICLE II CONTEMPLATED TRANSACTIONS

2.1 Purchase of Assets.

Seller hereby conveys, sells, transfers, assigns and delivers to Purchaser, free of all Liens, and Purchaser hereby purchases and assumes from Seller all of Seller's right, title and interest, as of the Effective Time, in and to all of the assets, rights and properties of the Business (excluding the Excluded Assets), including, without limitation, the assets of Seller described below (such purchased assets are referred to herein as the "Assets"):

- (a) Customer Deposits;
- (b) all accounts receivable;
- (c) all Inventory, sample books and hangars;
- (d) all Fixed Assets;

(e) all Intellectual Property (including, all names and service marks set forth on **Schedule 2.1(d)**);

(f) all rights under the Assumed Contracts;

(g) all Permits (to the extent transferable);

(h) all of the books, files, records, documents, data, plans, proposals and all other recorded knowledge, whether in written, electronic, visual or other form of Seller related exclusively to the Business;

(i) all prepaid items of the Business of Seller (other than rights to prepaid federal, state, local, and foreign income tax deposits of any nature attributable to Seller or to any Affiliate of Seller, and any prepayment or deposits made to any Affiliate of Seller, and all insurance premiums and prepaid insurance expenses paid by or allocated to Seller, and all rights under any program maintained or sponsored by RPM for its Affiliates); and

(j) the Business as a going concern and all of the goodwill associated with the Business.

2.2 Excluded Assets.

Notwithstanding anything to the contrary in this Agreement, the Assets shall not include any of the following assets, rights and properties of Seller as of the Effective Time (the "**Excluded Assets**"), all of which shall be retained by Seller:

(a) any cash, marketable securities, short-term investments of cash, and other cash equivalents (other than with respect to Customer Deposits);

(b) the rights arising under any Contracts **not** set forth on **Schedule 2.3(a)(iv)** (the "**Excluded Contracts**");

(c) the rights of Seller under this Agreement, including the Purchase Price;

(d) the assets, rights and properties set forth on **Schedule 2.2(d)**;

(e) Seller's company minute books, tax returns and organizational documents;


(f) all Plans;

(g) all of Seller's rights under any insurance policies, including, without limitations, any captive or self-insured insurance programs and any workers compensation insurance; and,

(h) the rights to prepaid federal, state, local, and foreign income tax deposits of any nature attributable to Seller or to any Affiliate of Seller, and any prepayment or deposits made to any Affiliate of Seller, and all insurance premiums and prepaid insurance expenses paid by or allocated to Seller, and all rights under any program maintained or sponsored by RPM for its Affiliates.

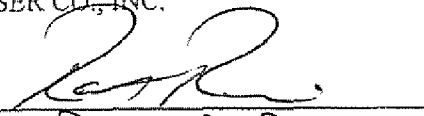
IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first above written.

RPM INTERNATIONAL INC.

By: 
Name: Frank C. Sullivan
Title: President - CEO


("RPM")

ZINSSER CO., INC.

By: 
Name: Ronald A. Rice
Title: Assistant Secretary

("Zinsser")

THIBAUT, INC.

By: 
Name: P. Kelly Tompkins
Title: Secretary

("Seller")

THIBAUT ACQUISITION COMPANY


By: _____
Name: _____
Title: _____

("Purchaser")

[Signature Page to Asset Purchase Agreement]


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Title: Secretary

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THIBAUT ACQUISITION COMPANY

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Name: _____
Title: _____

("Purchaser")

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RPM INTERNATIONAL INC.

By: _____
Name: _____
Title: _____

("RPM")

ZINSSER CO., INC.

By: _____
Name: _____
Title: _____

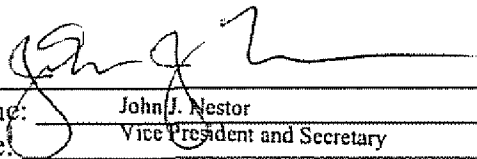
("Zinsser")

THIBAUT, INC.

By: _____
Name: _____
Title: _____

("Seller")

THIBAUT ACQUISITION COMPANY

By: 
Name: John J. Nestor
Title: Vice President and Secretary

("Purchaser")

[Signature Page to Asset Purchase Agreement]