

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509748

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CR Brands, Inc.		08/01/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rust-Oleum Corporation		
<b>Street Address:</b>	11 Hawthorn Parkway		
<b>Internal Address:</b>	Legal Department		
<b>City:</b>	Vernon Hills		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60061		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2274962	MAGNUM POWER	
<b>Registration Number:</b>	2346689	MEAN GREEN	
<b>Registration Number:</b>	3717598	MEAN GREEN	
<b>Registration Number:</b>	1408119	MEAN GREEN	
<b>Registration Number:</b>	2686104	ORANGE FRESH	
<b>Registration Number:</b>	0962363	PINE POWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8478162230		
<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>			
<b>Phone:</b>	8478162280		
<b>Email:</b>	pcigelnik@rustoleum.com		
<b>Correspondent Name:</b>	Patricia Cigelnik/Rust-Oleum Corporation		
<b>Address Line 1:</b>	11 Hawthorn Parkway		
<b>Address Line 2:</b>	Legal Department		
<b>Address Line 4:</b>	Vernon Hills, ILLINOIS 60061		
<b>NAME OF SUBMITTER:</b>	Patricia A. Cigelnik		
<b>SIGNATURE:</b>	/Patricia A. Cigelnik/		
<b>DATE SIGNED:</b>	02/12/2019		

CH \$165.00 2274962

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made and delivered as of this 1st day of August, 2018, by CR Brands, Inc., a Delaware corporation, and Sweep Acquisition Company, a Delaware corporation (collectively, the “*Sellers*”), in favor of Rust-Oleum Corporation, a Delaware corporation (the “*Buyer*”). The Buyer and the Sellers are sometimes referred to in this Assignment collectively as the “*Parties*” or individually as a “*Party*”. Terms used in this Assignment that are capitalized and not otherwise defined herein shall have the meanings given to them in the Agreement (as defined below).

### RECITALS

A. The Parties, together with CRB Holding Company, a Delaware corporation, and solely as to Article IX thereof, each of The Resilience Fund III, L.P., a Delaware limited partnership, and The Resilience Fund Fund III (PF), L.P., a Delaware limited partnership, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the “*Agreement*”), pursuant to which the Buyer agreed to purchase and acquire from each Seller, and each Seller agreed to sell, transfer, convey, assign and deliver to the Buyer free and clear of all Liens (other than Permitted Liens) all of such Seller’s right, title and interest in, under and to the Acquired Assets, including the Acquired Intellectual Property.

B. The Sellers are the owners of all rights, title and interest in and to the trademarks identified on the attached Exhibit A, the United States trademark applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated therewith (the “*Marks*”), and have agreed to transfer to Buyer free and clear of all Liens (other than Permitted Liens) all of Sellers’ right, title interest in, under and to the Marks.

NOW, THEREFOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Marks. Each Seller hereby irrevocably sells, transfers, conveys, assigns and delivers unto Buyer, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Marks owned by such Seller, any and all applications and registrations therefor, including, without limiting, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, the same to be held and enjoyed by Buyer for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by such Seller if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of such Seller in and/or to the Marks and such Seller’s right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that such Seller may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to any of the Marks prior to and following the effective date of this Assignment. Each Seller hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Marks to Buyer as assignee of the entire right, title and interest therein or otherwise as Buyer may direct, in accordance with this Assignment. Each Seller further agrees, upon reasonable request, that such Seller and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording,

or maintaining the title of the Buyer, its successors and assigns, to such Marks and any registrations issued for such Marks.

2. Binding Effect. The Marks are hereby sold, transferred, conveyed, assigned and delivered by each Seller to the Buyer and its successors and assigns forever, and this Assignment shall be binding on each Seller and its successors and assigns.

3. No Waiver or Modification; Subject to Agreement. Nothing contained in this Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties based upon, arising out of or otherwise in respect of the Agreement. This Assignment is not intended to create any broader obligations of the Parties than those contemplated by the Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall be governing and controlling. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by each Party. This Assignment is subject to all of the representations, warranties, covenants, exclusions, limitations and indemnities set forth in the Agreement, all of which are incorporated herein by reference.

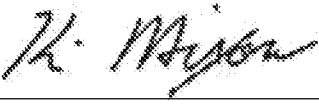
4. Governing Law. This Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

5. Counterparts. This Assignment may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

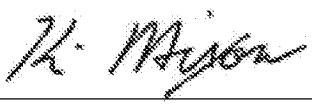
**[Signature Pages Follow]**

IN WITNESS WHEREOF, the Sellers have caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

**CR BRANDS, INC.**

By:   
Name: A. Malachi Mixon IV  
Title: Secretary and Treasurer

**SWEEP ACQUISITION COMPANY**

By:   
Name: A. Malachi Mixon IV  
Title: Secretary and Treasurer

*[Signature Page to Trademark Assignment]*

Acknowledged by:

RUST-OLEUM CORPORATION

By: 

Name: Edward W. Moore

Title: Secretary

*{Acknowledgement to Trademark Assignment}*

**TRADEMARK**  
**REEL: 006558 FRAME: 0277**

**EXHIBIT A**

<b>Owner</b>	<b>Mark</b>	<b>Country</b>	<b>Reg No</b>	<b>Reg Date</b>
CR Brands, Inc.	MAGNUM POWER	US	2,274,962	08/31/1999
CR Brands, Inc.	MEAN GREEN	US	2,346,689	05/02/2000
CR Brands, Inc.	MEAN GREEN	US	3,717,598	12/01/2009
CR Brands, Inc.	MEAN GREEN & DESIGN	US	1,408,119 <sup>1</sup>	09/09/1986
CR Brands, Inc.	ORANGE FRESH	US	2,686,104	02/11/2003
CR Brands, Inc.	PINE POWER	US	962,363	07/03/1973
Sweep Acquisition Company	DRAIN POWER	US	2,840,267	05/11/2004

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<sup>1</sup> Trademark No. 1,408,119 was abandoned by CR Brands. Applicable renewal fees have not been paid to Governmental Authorities.

*[Exhibit A to Trademark Assignment]*