

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wipe New, LLC		03/12/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Rust-Oleum Corporation		
Street Address:	11 East Hawthorn Parkway		
City:	Vernon Hills		
State/Country:	ILLINOIS		
Postal Code:	60061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4414771	WIPE NEW	
Registration Number:	4227904	WIPE NEW	
Registration Number:	4477278	WIPE-IT	
CORRESPONDENCE DATA			
Fax Number:	3146215065		
<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:	314-621-5070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Marc Vander Tuig		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	39053-225		
NAME OF SUBMITTER:	Marc Vander Tuig		
SIGNATURE:	/Marc Vander Tuig/		
DATE SIGNED:	03/19/2020		
Total Attachments: 13			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of March 12, 2020, is made by Wipe New, LLC, a Virginia limited liability company ("**Seller**"), in favor of Rust-Oleum Corporation, a Delaware corporation ("**Buyer**"), the purchaser of certain assets of Seller pursuant to that certain Brand Purchase Agreement dated as of the date hereof between, among others, Seller and Buyer (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademarks and registrations set forth on Schedule 0 hereto and all common law rights, issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, such trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

WIPE NEW, LLC

By: [Signature]

Name: Floyd Kuriloff

Title: President

Address for Notices:

320 51st Street

Virginia Beach, VA 23451

ACKNOWLEDGMENT

STATE OF Virginia)

COUNTY OF City of Chesapeake)SS.

On the 11th day of March, 2020, before me personally appeared Floyd Kuriloff, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the owner/President of Wipe New, LLC, and acknowledged the instrument to be the free act and deed of Wipe New, LLC for the uses and purposes mentioned in the instrument.

GENELLE GARDIOLA CATE
NOTARY PUBLIC
REGISTRATION # 7728967
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
SEPTEMBER 30, 2021

Genelle G. Cate
Notary Public
Printed Name:
Genelle G. Cate

My Commission Expires:
9/30/2021

[BUYER ACKNOWLEDGMENT AND ACCEPTANCE SIGNATURE ON NEXT PAGE]

AGREED TO AND ACCEPTED:

JUB

RUST-OLEUM CORPORATION

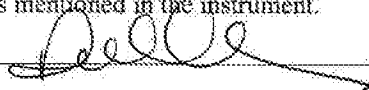
By: _____
Name: EDWARD J. VOORHEES
Title: PRESIDENT & CEO
Address for Notices:
RUST-OLEUM CORPORATION
11 E HAWTHORN PARKWAY
VERNON HILLS, IL 60061

ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF LAKE

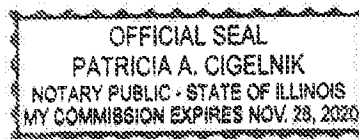
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)SS.
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On the 12th day of MARCH, 2020, before me personally appeared EDWARD J. VOORHEES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the PRESIDENT & CEO of Rust-Oleum Corporation, and acknowledged the instrument to be the free act and deed of Rust-Oleum Corporation for the uses and purposes mentioned in the instrument.



Notary Public
Printed Name: Patricia A. Cigelnik

My Commission Expires:
11-28-2020




SCHEDULE 1

Assigned Trademarks



Unregistered Trademark:

Re-Color


Trademark Registrations:


TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
US Federal Q1 of 1	<u>WIPE NEW</u> RN: 4414771 SN: 85869464	Registered 8 & 15 October 23, 2018 Int'l Class: 03 First Use: February 17, 2012 Filed: March 7, 2013 Registered: October 8, 2013	(Int'l Class: 03) polymer sealant for cleaning, shining and protecting automobile exterior surfaces	Wipe New, LLC (Virginia Corp.) 945 Seahawk Circle Virginia Beach Virginia 23452	RICHARD S. ROSS, ESQ. RICHARD S. ROSS, ESQ. 915 SE 2 COURT FORT LAUDERDALE, FL 33301
US Federal Q1 of 2	<u>WIPE NEW and Design</u>  RN: 4227904 SN: 85562664	Registered 8 & 15 November 11, 2017 Int'l Class: 03 First Use: February 17, 2012 Filed: March 7, 2012 Registered: October 16, 2012	(Int'l Class: 03) polymer sealant for cleaning, shining and protecting automobile exterior surfaces	Wipe New, LLC (Virginia Limited Liability Company) 945 Seahawk Circle Virginia Beach Virginia 23452	RICHARD S. ROSS, ESQ. 915 SE 2 COURT FORT LAUDERDALE FL 33301


TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
US Federal Q1 uf 3	<u>WIPE-IT</u> RN: 4477278 SN: 85917133	Registered 8 & 15 March 12, 2019 Int'l Class: 03 First Use: April 26, 2013 Filed: April 29, 2013 Registered: February 4, 2014	(Int'l Class: 03) disposable wipes impregnated with cleansing compounds for use on household goods and automobiles	Wipe New, LLC (Virginia Corp.) 945 Seahawk Circle Virginia Beach Virginia 23452	RICHARD S. ROSS, ESQ. 915 SE 2 COURT FORT LAUDERDALE, FL 33301
Canada Q4 ca 4	<u>WIPE NEW</u> RN: TMA893945 AN: 1617223	Canada Registered Last Status Received: Registered January 14, 2015 Office Status: Registration published Filed: March 7, 2013 Expiration Date: January 14, 2030	(Int'l Class: 3) Goods: (1) Polymer sealant for cleaning, shining, and protecting automobile exterior surfaces	WIPE NEW, LLC 945 Seahawk Circle Virginia Beach, VA 23452, United States of America	RICHARD S. ROSS, ESQ 525 Denison street Unit 1 Markham

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
Canada Q4 ca 5	<u>WIPE NEW and Design</u>  RN: TMA893946 AN: 1615700	Canada Registered Last Status Received: Registered January 14, 2015 Office Status: Registration published Filed: February 26, 2013 Expiration Date: January 14, 2030	(Int'l Class: 3) Goods: (1) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces.	WIPE NEW, LLCa Virginia limited liability company 945 Seahawk Circle Virginia Beach, Virginia 23452, United States of America	RICHARD S. ROSS, ESQ. 525 Denison Street, Unit 1 Markham
Canada Q4 ca 6	<u>WIPE NEW and Design</u>  RN: TMA940735 AN: 1713924	Canada Registered Last Status Received: Registered June 13, 2016 Office Status: Registration published Filed: February 5, 2015 Expiration Date: June 13, 2031	(Int'l Class: 03) Goods: (1) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces.	WIPE NEW, LLC 945 Seahawk Circle Virginia Beach, VA 23452, United States of America	RICHARD S. ROSS, ESQ. 525 Denison Street, Unit 1 Markham

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
WIPO Q4 wo 9	<u>Wipe New</u> RN: 1173970	International Registered Last Status Received: Registered June 12, 2018 Registered: July 25, 2013 Expiration Date: July 25, 2023	(Int'l Class: 03) Polymer sealants for cleaning, shining and protecting automobile exterior surfaces.	Wipe New, LLC 945 Seahawk Circle Virginia Beach VA 23452, United States of America	Richard S. Ross, Esq 915 SE 2 Court Fort Lauderdale FL 33301 United States of America
WIPO Q4 wo 10	<u>Wipe New</u> <u>Wipe New</u> RN: 1253341	International Registered Last Status Received: Registered October 28, 2015 Registered: February 5, 2015 Expiration Date: February 5, 2025	(Int'l Class: 03) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces.	Wipe New, LLC 945 Seahawk Circle Virginia Beach VA 23452, United States of America	Richard S. Ross, Esq 915 SE 2 Court Fort Lauderdale FL 33301 United States of America

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
WIPO Q4 wo 11	<u>Wipe New</u> RN: 1256698	International Registered Last Status Received: Registered May 19, 2016 Registered: June 18, 2015 Expiration Date: June 18, 2025	(Int'l Class: 03) Polymer sealants for cleaning, shining and protecting automobile exterior surfaces.	Wipe New, LLC 945 Seahawk Circle Virginia Beach VA 23452, United States of America	Richard S. Ross, Esq 915 SE 2 Court Fort Lauderdale FL 33301 United States of America
WIPO Q4 wo 12	<u>WIPE NEW and Design</u>  RN: 1258391	International Registered Last Status Received: Registered December 16, 2015 Registered: February 5, 2015 Expiration Date: February 5, 2025	(Int'l Class: 03) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces.	Wipe New, LLC 945 Seahawk Circle Virginia Beach VA 23452, United States of America	Richard S. Ross, Esq 915 SE 2 Court Fort Lauderdale FL 33301 United States of America
WIPO Q4 wo 13	<u>WIPE NEW and Design</u>	International Registered Last Status Received:	(Int'l Class: 03) Polymer sealant for cleaning, shining and	WIPE NEW, LLC 945 SEAHAWK CIRCLE VIRGINIA	Richard S. Ross, Esq 915 SE 2 Court Fort Lauderdale

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
	 RN: 1260677	Registered August 22, 2016 Registered: June 18, 2015 Expiration Date: June 18, 2025	protecting automobile exterior surfaces.	BEACH VA 23452, United States of America	FL 33301 United States of America
Australia Q4 au 14	<u>Wipe New</u> RN: 1702814 AN: 1702814 IR: 1253341	Australia Registered Last Status Received: Registered Office Status: Protected: Registered/protected Filed: February 5, 2015 Registered: February 5, 2015 Int'l Reg Date: February 5, 2015 Expiration Date: February 5, 2025	(Int'l Class: 03) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces	Wipe New, LLC United States of America	RICHARD S. ROSS, ESQ. United States of America

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
Australia Q4 au 15	<u>WIPE NEW and Design</u>  RN: 1710738 AN: 1710738 IR: 1258391	Australia Registered Last Status Received: Registered Office Status: Protected: Registered/p roTECTED Filed: February 5, 2015 Registered: February 5, 2015 Int'l Reg Date: February 5, 2015 Expiration Date: February 5, 2025	(Int'l Class: 03) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces	Wipe New, LLC United States of America	RICHARD S. ROSS, ESQ. United States of America
China Q4 cn 16	<u>WIPE NEW</u> Wipe New AN: G1256698	China Registered Registered June 18, 2015 Expiration Date: June 18, 2025	(Translation) (Int'l Class: 03) A polymer sealant for cleaning, polish and protect the exterior of the car		

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
China	WIPE NEW (And Design)  IR: 1260677	China Registered Registered June 18, 20215 Expiration Date: June 18, 2025	(Int'l Class: 03) Polymer sealant for cleaning, shining and protecting automobile exterior surfaces	Wipe New, LLC	
European Union	WIPE NEW IR: 1173970	European Union Registered Registered July 25, 2013 Expiration Date: July 25, 2023	(Int'l Class: 03) Polymer sealants for cleaning, shining and protecting automobile exterior surfaces	Wipe New, LLC	
Japan	WIPE NEW IR: 2356698	Japan Registered Registered June 18, 2015 Expiration Date: June 18, 2025	(Int'l Class: 03) Preparations for cleaning, protecting and preserving vehicle surfaces	Wipe New, LLC	
Japan	WIPE NEW (And Design) IR: 1260677	Japan Registered Registered July 25, 2013 Expiration	(Int'l Class: 03) Polymer sealants for cleaning, shining and protecting	Wipe New, LLC	

TM Record	Mark/Name/A N/RN	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
		Date: July 25, 2023	automobile exterior surfaces		
New Zealand Q4 nz 17	<u>Wipe New</u> RN: 1084355 AN: 1084355 IR: 1173970	New Zealand Registered Last Status Received: Registered June 12, 2018 Office Status: Protected Filed: December 8, 2017 Expiration Date: July 25, 2023	(Int'l Class: 03) Polymer sealants for cleaning, shining and protecting automobile exterior surfaces.	Wipe New, LLC	