

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM586212

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the state of incorporation of DAP Products Inc. on the Cover Sheet previously recorded on Reel 000517 Frame 0337. Assignor(s) hereby confirms the state of incorporation of DAP Products Inc. is, and was at the time of the previous submission, Delaware..		
RESUBMIT DOCUMENT ID:	900556628		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Express, Inc.		05/12/2015	Corporation:
RECEIVING PARTY DATA			
Name:	DAP Products Inc.		
Street Address:	2400 Boston Street, Suite 200		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21224		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3806259	PROCAULK	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	8478162280		
Email:	pcigelnik@rustoleum.com		
Correspondent Name:	Patricia Cigelnik/Rust-Oleum Corporation		
Address Line 1:	11 Hawthorn Parkway		
Address Line 2:	Legal Department		
Address Line 4:	Vernon Hills, ILLINOIS 60061		
NAME OF SUBMITTER:	Patricia A. Cigelnik		
SIGNATURE:	/Patricia A. Cigelnik/		
DATE SIGNED:	07/13/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated as of May 12, 2015, ("Effective Date"), is entered into by and between National Express, Inc. ("Assignor"), and DAP Products Inc. ("Assignee," hereinafter, collectively "Parties").

WHEREAS, Assignor desires to assign and Assignee to acquire the registered trademark "ProCaulk", U.S. Reg. No. 3806259 ("Trademark"), together with all translations, adaptations, derivations and combinations thereof, and including all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignor's Obligations.** Assignor hereby irrevocably grants, sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have, and to hold forever, all of Assignor's right, title and interest in the Trademark, together with all translations, adaptations, derivations and combinations thereof, and including all goodwill of the business associated therewith. Assignor agrees to execute and/or electronically transmit any and all registration templates, powers of attorney, applications, assignments, declarations, affidavits, and any other papers requested by Assignee to record the transfer to Assignee of the Trademark.
2. **Assignee's Rights.** Assignee may use the Trademark in connection with providing its services and take all actions to enforce its rights in the Trademark as of the Effective Date.
3. **Assignee's Rights.** In exchange for this Assignment, Assignee agrees that it shall continue to purchase the Clamshell Products (as defined in that Sales, Distribution and License Agreement dated April 16, 2009 (as amended from time to time), by and between Assignor and Assignee (hereafter, "the SD&L Agreement")) solely from Assignor to sell with caulking tool kits; provided that Assignee will not be required to purchase the Clamshell Products if such products are the subject of formal health and safety inquiries. The obligation to purchase from Assignor will not be violated if Assignee purchases from a third party at a time where Assignor is unable to supply Assignee's total demand for the product.
4. **Assignment Back To Assignor.** In the event that Assignee decides to cease selling or offering for sale the Clamshell Products, it shall provide Assignor the opportunity, at Assignor's sole discretion, to take back an assignment of the Trademark, unless otherwise set forth herein. Assignor shall have fourteen (14) days from receipt of notice that Assignee intends to cease selling or offering to sell the Clamshell Products to decide whether to take back an assignment to the Trademark. In the event that Assignor elects to take back an assignment to the Trademark, then Assignee agrees to execute and/or electronically transmit any and all registration templates, powers of attorney, applications, assignments, declarations, affidavits, and any other papers requested by Assignor to record the transfer back to Assignor of the Trademark. Provided, however, that if any of the following occur then Assignee's obligation to offer to assign the Trademark back to Assignor as set forth above shall be null and void: (i) Assignee

purchases 675,000 units of the Clamshell Product from Assignor in accordance with the terms of the SD&L Agreement after the Effective Date of this Assignment, (ii) Assignor terminates the SD&L Agreement without cause, (iii) the Clamshell Products fail to meet the specifications outlined in the SD&L Agreement twice in any six month period, meaning that fifty percent or greater of the Clamshell Products delivered in a shipment do not meet the specifications, (iv) if Assignee is directed not to purchase the Clamshell Products either by a regulatory agency or a final court decision or (v) if an Assignor Bankruptcy Event (as defined in the SD&L Agreement) occurs

5. SD&L Agreement

5.1. Indemnification. Any defense, indemnification, and/or hold harmless obligations that Assignor owed to Assignee pursuant to the SD&L Agreement arising out of or resulting from the ProCaulk name, marks or artwork, including but not limited to as set forth in Section 5.2 of that agreement, are hereby revoked and voided, and Assignor shall have no such defense, indemnification, and/or hold harmless obligations.

5.2. Other Obligations. Any other obligations of Assignor as set forth in the SD&L Agreement related to and/or arising from its ownership of the Trademark are hereby revoked and voided.

5.3. Survival of SD&L Agreement. Except as expressly set forth herein, all other terms of the SD&L Agreement shall remain in full force and effect.

6. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, permitted assigns, heirs, beneficiaries, and affiliates including partners, officers, directors, parents, and subsidiaries.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which so executed shall be deemed an original and all of which shall constitute one and the same instrument.

8. Governing Law and Forum Selection. This Agreement shall be governed by the laws of the State of Maryland, without giving effect to the conflicts of law principles thereof. The Parties agree that the exclusive forum for the adjudication of disputes between the Parties shall be in the Circuit Court for Baltimore County, Maryland or the United States District Court for the District of Maryland located in Baltimore, Maryland, and the Parties consent to the personal jurisdiction and venue of either court.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement as of the date first above written.

ASSIGNOR:

By: [Signature]
Print Name: Richard I Kelly
Title: V.P.

ASSIGNEE:

By: [Signature]
Print Name: Wendell P. Gorman
Title: V.P. of Marketing