

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726084

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Complementary Coatings Corp.		05/02/2022	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	Benjamin Moore & Co.
<b>Street Address:</b>	101 Paragon Drive
<b>City:</b>	Montvale
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07645
<b>Entity Type:</b>	Corporation: NEW JERSEY

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1753505	AQUA-PLASTIC
Registration Number:	2939333	DURALAQ
Registration Number:	2981599	DURALAQ-WB
Registration Number:	3130813	ECH2O
Registration Number:	2964631	LENMAR
Registration Number:	2910154	MEGAVAR
Registration Number:	4916800	QUICKSTAIN
Registration Number:	2892053	QUICKSTAIN
Registration Number:	2910153	ULTRALAQ
Registration Number:	2955457	ULTRAMAX
Registration Number:	2910152	UNILAQ

## CORRESPONDENCE DATA

Fax Number: 4052287324

*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.*

Phone: 4052359621

Email: nancy.marshall@mcafeetaft.com

Correspondent Name: Chase Webb, McAfee &amp; Taft

CH \$290.00 1753505

**Address Line 1:** 211 NORTH ROBINSON  
**Address Line 2:** 8TH FLOOR - TWO LEADERSHIP SQUARE  
**Address Line 4:** OKLAHOMA CITY, OKLAHOMA 73102-7103

**NAME OF SUBMITTER:** Chase Webb

**SIGNATURE:** /Chase Webb/

**DATE SIGNED:** 05/05/2022

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

WHEREAS, COMPLEMENTARY COATINGS CORP., a corporation organized and existing under the laws of the State of New York and having a principal office or place of business at 101 Paragon Drive, Montvale, New Jersey 07645 ("CCC"), is the owner of the trademarks and registrations shown on the attached Schedule A for use in connection with the Lenmar® brand (the "Lenmar Business"), as well as the common law trademark shown on the attached Schedule B and any and all other trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin used now or previously exclusively in connection with the Lenmar Business, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (the "Trademarks"); and

WHEREAS, BENJAMIN MOORE & CO., a corporation organized and existing under the laws of the State of New Jersey and having a principal office or place of business at 101 Paragon Drive, Montvale, New Jersey 07645 ("BENJAMIN MOORE"), desires to acquire the Trademarks;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCC hereby irrevocably conveys, assigns, sets over and transfers to BENJAMIN MOORE, its successors and assigns, the entire right, title, and interest in and to the following:

(a) the Trademarks, together with the goodwill of the Lenmar Business associated therewith, and the applications/registrations therefore;

(b) all rights of any kind whatsoever of CCC 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. Further Actions. Following the date hereof, CCC shall take such steps and actions, and provide such cooperation and assistance to BENJAMIN MOORE 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 Trademarks to BENJAMIN MOORE, or any assignee or successor thereto.

3. 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.

4. 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.

5. 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 New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[SIGNATURE PAGE TO FOLLOW]



**SCHEDULE A**

<b><u>Reg. Number</u></b>	<b><u>Trademark</u></b>	<b><u>International Class</u></b>	<b><u>Goods or Services</u></b>
1,753,505	AQUA-PLASTIC®	002	Protective and decorative coatings; namely, paints, coating compositions in the nature of paints, and varnishes for interior or exterior use.
2,939,333	DURALAQ®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood
2,981,599	DURALAQ-WB®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood
3,130,813	ECH2O® (stylized)	002	Solvent and waterborne coatings used for finishing and refinishing of floors
2,964,631	LENMAR®	002	Coatings in the nature of lacquers, varnishes, floor finishes, sealers, and stains for interior and exterior use
2,910,154	MEGAVAR®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood
4,916,800	QUICKSTAIN®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particleboard, and plywood
2,892,053	QUICKSTAIN®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particleboard, and plywood
2,910,153	ULTRALAQ®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood
2,955,457	ULTRAMAX®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood
2,910,152	UNILAQ®	002	Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood