

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM726088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benjamin Moore & Co.		05/02/2022	Corporation: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	Gemini Industries, Inc.
<b>Street Address:</b>	421 S.E. 27th Street
<b>City:</b>	El Reno
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	73036
<b>Entity Type:</b>	Corporation: OKLAHOMA

## 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

Address Line 1: 211 NORTH ROBINSON

TRADEMARK

**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**, 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”), 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”);

**WHEREAS**, GEMINI INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Oklahoma and having a principal office or place of business at 421 S.E. 27th Street, El Reno, Oklahoma 73036 (“GEMINI”), was a purchaser of certain assets of BENJAMIN MOORE pursuant to the Asset Purchase Agreement between GEMINI and BENJAMIN MOORE, dated as of March 7, 2022 (the “Asset Purchase Agreement”); and

**WHEREAS**, under the terms of the Asset Purchase Agreement, BENJAMIN MOORE has conveyed, transferred, and assigned to GEMINI, among other assets, certain intellectual property of BENJAMIN MOORE, and has agreed to execute and deliver this Trademark Assignment to effectuate the same;

**NOW, THEREFORE**, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BENJAMIN MOORE hereby irrevocably conveys, assigns, sets over and transfers to GEMINI, 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 BENJAMIN MOORE 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, BENJAMIN MOORE shall take such steps and actions, and provide such cooperation and assistance to GEMINI 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 GEMINI, 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 BENJAMIN MOORE and GEMINI with respect to the 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 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]

IN WITNESS WHEREOF, BENJAMIN MOORE has duly executed and delivered this Trademark Assignment as of the date of last signature herein.

BENJAMIN MOORE & CO.

By: Daniel M. Calkins  
Daniel M. Calkins, President & CEO

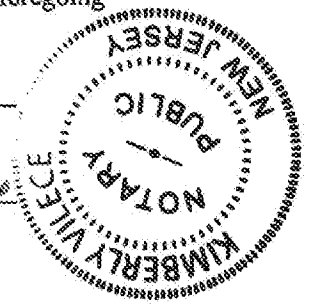
STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF BERGEN )

On this 21 day of May, 2022 before me, a Notary Public in and for the County aforesaid, personally appeared **Daniel M. Calkins**, personally known to me and known to me to be the person whose name is subscribed to the foregoing instrument, who stated that he is the **President & CEO**, and that he has been duly authorized by the Board of Directors of said corporation to execute the foregoing instrument under said authority.

**KIMBERLY VILECE**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/31/2028

Kimberly Vilece  
Notary Public

My Commission Expires 8/31/2028



AGREED AND ACCEPTED:

GEMINI INDUSTRIES, INC.

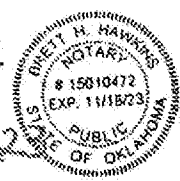
By: Kevin Marshall  
Kevin Marshall, Chief Financial Officer

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF )

On this 28 day of April, 2022 before me, a Notary Public in and for the County aforesaid, personally appeared **Kevin Marshall**, personally known to me and known to me to be the person whose name is subscribed to the foregoing instrument, who stated that he is the **Chief Financial Officer**, and that he has been duly authorized by the Board of Directors of said corporation to execute the foregoing instrument under said authority.

Brett H. Hawkins  
Notary Public

My Commission Expires 11-18-2022



**SCHEDULE A**

<b><u>RegNumber</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

**SCHEDULE B**

**Trademark**

**ULTRA UNILAQ**

**Goods or Services**

Coatings in the nature of clear and pigmented finishes for use on interior and exterior surfaces of wood, particle board, and plywood