

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM727724

<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>
The Yenkin-Majestic Paint Corporation		03/10/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	True Value Company, L.L.C.		
<b>Street Address:</b>	8600 West Bryn Mawr Avenue		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60631-3505		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1711011	BARRICADE	
<b>Registration Number:</b>	1993407		
<b>Registration Number:</b>	4504886	DIAMOND HARD	
<b>Registration Number:</b>	5457159	DIAMONDHARD REPURPOSE	
<b>Registration Number:</b>	2183854	LIFESTYLE	
<b>Registration Number:</b>	5149423	MAJIC	
<b>Registration Number:</b>	4124540	NWP NATURAL WOOD PROTECTANT	
<b>Registration Number:</b>	2169433	TOWN & COUNTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>	6123364615		
<b>Email:</b>	rerickson@merchantgould.com		
<b>Correspondent Name:</b>	Christopher J. Schulte		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	14972.0867USLA		
<b>NAME OF SUBMITTER:</b>	Christopher J. Schulte		

OP \$215.00 1711011

<b>SIGNATURE:</b>	/Christopher J. Schulte/
<b>DATE SIGNED:</b>	05/13/2022
<b>Total Attachments: 9</b> source=YMPC to TVCLLC TM Assignment#page1.tif source=YMPC to TVCLLC TM Assignment#page2.tif source=YMPC to TVCLLC TM Assignment#page3.tif source=YMPC to TVCLLC TM Assignment#page4.tif source=YMPC to TVCLLC TM Assignment#page5.tif source=YMPC to TVCLLC TM Assignment#page6.tif source=YMPC to TVCLLC TM Assignment#page7.tif source=YMPC to TVCLLC TM Assignment#page8.tif source=YMPC to TVCLLC TM Assignment#page9.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE

This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT (this “**Agreement**”) is made and entered into this 10<sup>th</sup> day of March, 2022, by and between The Yenkin-Majestic Paint Corporation, an Ohio corporation (the “**Assignor**”) and True Value Company, L.L.C., a Delaware limited liability company (the “**Assignee**”).

### RECITALS

WHEREAS, in connection with an Asset Purchase Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), dated as of March 10, 2022, by and between Assignor and Assignee, Assignee has agreed to purchase certain assets of the Assignor’s Majic Paints consumer paint division, which involves producing, manufacturing, marketing and selling consumer paint in direct-to-consumer sales (the “**Business**”); and

WHEREAS, as a condition to the Closing, the parties have agreed to execute and deliver this Agreement setting forth various terms with respect to the Assigned and Licensed Intellectual Property (as defined below);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

### AGREEMENT

#### ARTICLE I. DEFINITIONS.

**1.1.** The following capitalized terms, as used in this Agreement, shall have the respective meanings set forth below:

“**Assigned Agreement**” means the License Agreement dated February 2, 2020, by and between JFB Hart Coatings, Inc., James Beedie, Jason Beedie and The Yenkin-Majestic Paint Corporation.

“**Assigned Copyrights**” means any and all copyrights in and to the materials listed on Exhibit A hereto.

“**Assigned Domain Names**” means the URL [www.majicpaints.com](http://www.majicpaints.com).

“**Assigned Intellectual Property**” means, collectively, (a) the Assigned Copyrights, (b) the Assigned Trademarks, (c) the Assigned Domain Names; and (d) goodwill and all other intangible assets currently owned by the Assignor associated with the Business, including, without limitation, if and to the extent in existence, any and all trade secrets, formulas, inventions, designs, copyrights, non-registered trademarks, color names, and other intellectual property, know-how, manufacturing methods and processes.

“**Assigned Trademarks**” means (i) the trademarks listed on Exhibit B hereto, (ii) the registrations and applications for registrations thereof (iii) the logos and color scheme associated therewith and (iv) the goodwill connected with the use thereof and symbolized thereby.

“**Licensed Trade Name**” shall mean The Yenkin-Majestic Paint Corporation.

- 1.2. Capitalized terms used but not defined herein shall have the meanings provided to such terms in the Purchase Agreement.

## ARTICLE II. ASSIGNMENT.

- 2.1. **Assignment.** Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights, titles and interests throughout the world in and to (a) the Assigned Intellectual Property, (b) all income and royalties hereafter due or payable to Assignor with respect to the Assigned Intellectual Property, (c) all damages and payments for past or future infringements and misappropriations of the Assigned Intellectual Property, and (d) all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for copyright, patent, trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Assigned Intellectual Property, and including any priority right that may have arisen from Assignor's use of the Assigned Intellectual Property and/or prior ownership of the registration for such Assigned Intellectual Property).
- 2.2. **License Agreement.** Assignor hereby irrevocably conveys, sells, transfers and assigns to Assignee all of Assignor's rights and obligations under the Assigned Agreement, and Assignee accepts such assignment and assumes and agrees to pay and perform, when due, all obligations under the Assigned Agreement, provided that the consent of the parties to the Assigned Agreement other than Assignor is obtained.
- 2.3. **Authorization.** Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, the United States Register of Copyrights, and any other official throughout the world whose duty is to register and record ownership in copyright applications or copyrights, patent applications or patents, and trademark applications or trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Assigned Copyrights and Assigned Trademarks.
- 2.4. **Further Assurances/Maintenance of Goodwill.** Assignor agrees to execute and deliver any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee pursuant to this Agreement. Assignor acknowledges and agrees that it will take all reasonably necessary steps to protect and maintain the goodwill associated with the Assigned Intellectual Property prior to Closing and will refrain from any actions that would materially impair the goodwill associated with the Assigned Intellectual Property post Closing.
- 2.5. **Expenses.** Assignee shall be solely responsible for any and all expenses related to this Agreement and enforcement of any property rights transferred hereby, including attorneys' fees and patent office fees in any jurisdiction, due on or after the date hereof, and relating to: (i) enforcing any property rights associated with the Assigned Intellectual Property; or (ii) further recordation of ownership of the Assigned Intellectual Property. Assignor shall not be obligated to assist in prosecution or maintenance of the Assigned Intellectual Property other than as set forth herein.

**ARTICLE III. LICENSE OF TRADE NAME.**

**3.1 License Grant.** Assignor hereby grants Assignee a limited, non-exclusive, worldwide, royalty free license to utilize the Licensed Trade Name solely on paint label inventory sold to Assignee under the Purchase Agreement.

**ARTICLE IV. MISCELLANEOUS PROVISIONS.**

**4.1. Assignability.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

**4.2. Amendments; Waivers.** This Agreement may not be modified or amended except by a written instrument signed by the parties. In addition, no waiver of any provision of this Agreement shall be binding unless set forth in a writing signed by the party granting the waiver. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof.

**4.3. Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and be deemed given when sent by electronic mail or delivered by hand or received by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service addressed to the party to receive such notice at the following address or any other address substituted therefor by notice pursuant to these provisions:

If to Assignor:

The Yenkin-Majestic Paint Corporation  
1920 Leonard Avenue  
Columbus OH 43219  
Attention: Andrew O. Smith, Chief Executive Officer  
E-mail: Andrew.Smith@yenkin-majestic.com

If to Assignee:

True Value Company, L.L.C.  
8600 W. Bryn Mawr Ave.  
Chicago, IL 60631  
Attention: John Hammerle, General Counsel  
E-mail: john.hammerle@truevalue.com

with a copy (which shall not constitute notice) to:

McGuireWoods LLP  
77 W. Wacker Drive  
Suite 4100  
Chicago, IL 60601-1818

Attention: Thomas J. DeSplinter  
E-mail: tdesplinter@mcguirewoods.com

- 4.4. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without reference to its rules of conflicts of laws.
- 4.5. Enforcement.** If any party shall institute legal action to enforce or interpret the terms and conditions of this Agreement or to collect any monies under it, venue for any such action shall be in the state or federal courts located in the State of Ohio. Each party irrevocably consents to the jurisdiction of the courts located in the State of Ohio for all suits or actions arising out of this Agreement. Each party hereto waives to the fullest extent possible, the defense of an inconvenient forum, and each agrees that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- 4.6. Waiver of Jury Trial.** EACH OF THE UNDERSIGNED DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR RELATING OR INCIDENTAL HERETO.
- 4.7. Severability.** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 4.8. Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
- 4.9. Entire Agreement.** This Agreement, together with the Purchase Agreement, contains the entire understanding among the parties and supersedes any prior written or oral agreements between them respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement that are not fully set forth herein.
- 4.10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. Photocopies, facsimile transmissions, or email transmissions of Adobe portable document format files (also known as "PDF" files) of signatures shall be deemed original signatures and shall be fully binding on the parties to the same extent as original signatures.
- 4.11. Discretion over Prosecution.** Assignee, as the acquiror of Assignor's right, title, and interest in all rights to sue for past, present and future infringements or misappropriations of the Assigned Intellectual Property, shall have sole discretion over whether to file any claim against a third party for any infringement or unlawful use of the Assigned Intellectual Property, or to defend any action or suit brought concerning any right, title, or interest in the Assigned Intellectual Property.
- 4.12. Records.** In the event that Assignee files a claim against a third party for infringement or unlawful use of the Assigned Intellectual Property and such third party alleges that


Assignor granted such third party or its affiliates a valid license or claims other immunity from suit, Assignor agrees to, upon a written request from Assignee that includes a detailed description of the claim and reasonably sufficient documentation relied upon by such third party to support such allegations, unless prohibited by law or contractual obligation, provide Assignee with any and all records, documentation or communications in its possession or reasonably available to Assignor and relevant to enforcing Assignee's ownership rights in such action or claim.

**4.13. No Oral Modification.** No amendment or modification to the terms contained herein shall be valid or binding on the parties unless made in writing and signed.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement as of the date first set forth above.

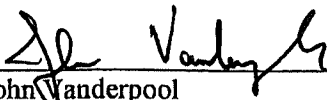
ASSIGNOR

The Yenkin-Majestic Paint Corporation

By:   
Name: Andrew O. Smith  
Title: Chief Executive Officer

ASSIGNEE

True Value Company, L.L.C.

By:   
Name: John Vanderpool  
Title: Division President of True Value Manufacturing

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT (ACQUISITION AGREEMENT)]

TRADEMARK  
REEL: 007720 FRAME: 0763



**EXHIBIT A.**  
**ASSIGNED COPYRIGHTS**

1. Web site content associated with the Assigned Domain
2. Paint labels and designs associated with the Business

**EXHIBIT B.**  
**ASSIGNED TRADEMARKS**

Trademark	Jurisdiction	Owner	Class	Product Use	Reg. No.	Date of First Use	Registration Date	Status
Barricade	U.S.	Seller	2	interior and exterior paints	1,711,011	1988	9/1/1992	Current - Renew 2022
Diamond Design	U.S.	Seller	2	interior and exterior paints	1,993,407	1995	8/13/1996	Current - Renew 2026
Diamondhard	U.S.	Seller	2	Acrylic Enamel Paint	4,504,886	1959	4/1/2014	Current - Renew 2031
Diamondhard RePurpose	U.S.	Seller	2	interior and exterior paints	5,457,159	5/1/2017	5/1/2018	Current - Renew 2023
Lifestyle	U.S.	Seller	2	interior and exterior paints	2,183,854	1980	8/25/1998	Current - Renew 2028
Long Life	Michigan	Seller	16	paint & painter's materials	M46019	1954		Current - Renew 2024
Majic	U.S.	Seller	1 & 2	paints, varnishes and stains	5,149,423	1/2/1963	2/28/2017	Current - Renew 2031
NWP Natural Wood Protectant	U.S.	Seller	2	paints, varnishes and stains	4,124,540	Filed 2012	4/10/2012	Current - Renew 2031
Pride	Ohio	Seller	2	Trade Mark	TM13581	1954		Current - Renew 2032

Town & Country	U.S.	Seller	2	interior and exterior paints	2,169,433	1964	6/30/1998	Current - Renew 2028
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