

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM801477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PPG Architectural Finishes, Inc.		01/13/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Arch Painting, Inc.		
Street Address:	One Presidential Way, Suite 109		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4501678	PAINTZEN	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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:	603-628-1311		
Email:	mark.wright@mclane.com		
Correspondent Name:	Mark A. Wright		
Address Line 1:	900 Elm Street		
Address Line 2:	McLane Middleton, P.A.		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
NAME OF SUBMITTER:	Mark A. Wright		
SIGNATURE:	/Mark A. Wright/		
DATE SIGNED:	04/08/2023		
Total Attachments: 5			
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EXECUTION

CONFIRMATORY IP ASSIGNMENT

This CONFIRMATORY IP ASSIGNMENT (“**IP Assignment**”) is made by and between PPG ARCHITECTURAL FINISHES, INC., a Delaware corporation having a principal address of One PPG Place, Pittsburgh, PA 15272 (“**Assignor**”) and ARCH PAINTING, INC., a Delaware corporation having a principal address of One Presidential Way, Suite 109, Woburn, Massachusetts 01801 (“**Assignee**”), pursuant to an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and between Assignor and Assignee. All capitalized terms used but not otherwise defined in this IP Assignment shall have the meanings given to them in the Purchase Agreement.

Assignor is the owner of the Assigned IP (as defined below) used in connection with the Business (as defined in the Purchase Agreement); and

Pursuant to the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, all Intellectual Property Assets (as defined in the Purchase Agreement), and has agreed to execute and deliver this IP Assignment to confirm the same.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to all Intellectual Property Assets, including without limitation, the following (collectively, the “**Assigned IP**”):

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof (collectively, the “**Trademarks**”), together with the goodwill associated with the Trademarks;

(b) all rights of any kind whatsoever of Assignor 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 and/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. Assignor 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 IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect,

evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP 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 IP Assignment.

4. Successors and Assigns. This IP 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 IP 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 IP 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 Delaware, without giving effect to any choice or conflict of law provision or rule.

[signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Confirmatory IP Assignment as of this 13th day of January, 2023.

ASSIGNOR:

PPG ARCHITECTURAL FINISHES, INC.

By: 

Name: Jeffrey C. Davies

Title: Vice President, Corporate Development

ASSIGNEE:

ARCH PAINTING INC.

By: _____

Name: Richard Kilgannon

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Confirmatory IP Assignment as of this 13th day of January, 2023.

ASSIGNOR:

PPG ARCHITECTURAL FINISHES, INC.

By: _____

Name:

Title:

ASSIGNEE:

ARCH PAINTING INC.

DocuSigned by:

By: _____

Name: Richard K. Gannon

Title: President

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

Case #	Status	Jurisdiction	Mark	Registrant	Application #	Application Date	Registration #	Class
IT20733187	Registration	China (PRC)	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	46279407	5/13/2020	46279407	37
IT21742017	Registration	India	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	4883110	2/27/2021	4883110	35, 37, 42
IT21741440	Registration	Norway	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	202102351	2/23/2021	314489	35, 37, 42
2T18701470	Registration	United States	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	86039751	8/16/2013	4501678	37
IT21751023	Application	Brazil	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	924582502	10/13/2021		35
IT21751024	Application	Brazil	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	924582545	10/13/2021		37
IT21751025	Application	Brazil	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	924582626	10/13/2021		42
IT20735037	Application	Canada	PAINTZEN	PPG ARCHITECTURAL FINISHES, INC.	2048372	8/27/2020		35, 37, 42