

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLOR PUTTY CO., INC.		04/04/2023	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.C COATINGS, LLC		
Street Address:	2250 Fillmore Ave		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14214		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0860827	COLOR PUTTY	
Registration Number:	0795007	COLOR PUTTY	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	202-879-5424		
Email:	matkins@jonesday.com, pcyingier@jonesday.com		
Correspondent Name:	MICHAEL P. ATKINS/JONES DAY		
Address Line 1:	51 Louisiana Avenue, N.W.		
Address Line 4:	WASHINGTON, D.C. 20001		
ATTORNEY DOCKET NUMBER:	600328-000016		
NAME OF SUBMITTER:	Michael P. Atkins		
SIGNATURE:	/Michael P. Atkins/		
DATE SIGNED:	04/21/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of April 4, 2023 (“**Effective Date**”), is entered into by and among Color Putty Co., Inc. a Wisconsin corporation (“**Assignor**”) in favor of U.C COATINGS, LLC a Delaware limited liability company (“**Assignee**”).

WHEREAS Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated April 4, 2023 (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor has sold, assigned, transferred and delivered to Assignee all of Assignor’s right, title and interest in, to and under the Owned Intellectual Property, including certain Assigned IP of Assignor, and Assignee has agreed to purchase the same;

WHEREAS, pursuant to the Intellectual Property Assignment Agreement by and between Assignor and Assignee, dated April 4, 2023, Assignor has assigned to Assignee all right, title, and interest to the patent listed on the attached Schedule A hereto (“**Assigned Trademarks**”); and

WHEREAS, Assignor and Assignee seek to affirm the transfer and assignment of all right, title and interest to the Assigned Trademarks.

NOW, THEREFORE, for and in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this Assignment not been made.
2. Recordation. 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 Trademark Assignment upon request by Assignee.
3. Further Assurances. Without limiting Assignor’s obligations pursuant to the Purchase Agreement, Assignor acknowledges and agrees that, at any time and from time to time after the

Closing, it will execute and deliver to Assignee such further conveyances, assignments or other written assurances as Assignee may reasonably request to perfect Assignee's title to the Assigned Patent. Following the date hereof, Assignor shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any accurate affidavits, declarations, oaths, exhibits, assignments, or powers of attorney (limited to powers for the filing of such documents with applicable governmental agencies), as may be necessary to effect, evidence or perfect the assignment of the Assigned Patent to Assignee or any assignee or successor thereto, at Assignee's cost and expense. If Assignor is unable for any reason to secure Assignee's signature to any document it is entitled to under this section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by the Assignor.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 a conflict or an apparent conflict between the provisions of this Patent Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

5. Governing Law. This Agreement and any dispute or controversy related to the transactions contemplated hereby shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law. The Parties hereto hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery or, if jurisdiction is unavailable in the Delaware Court of Chancery, the courts of the United States located in the State of Delaware or, if jurisdiction is unavailable in the courts of the United States located in the State of Delaware, the Delaware Superior Court, in each case, in respect of the interpretation and enforcement of the provisions of this Agreement and any dispute or controversy related to the transactions contemplated hereby and hereby waive, and agree not to assert, any defense in any action, suit or proceeding for the interpretation or enforcement of this Agreement or any dispute or controversy related to the transactions contemplated hereby, that they are not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in such courts or that this Agreement may not be enforced in or by such courts or that their property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, or that the venue of the suit, action or proceeding is improper.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

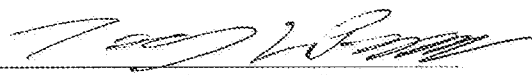
7. Counterparts. This Agreement may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

Color Putty Co., Inc.

By: 

Name: Toney L. Priewe

Title: President


ASSIGNEE

U.C COATINGS, LLC

By: Jeffrey M. Goodrich
Name: Jeffrey M. Goodrich
Title: President

SCHEDULE A

ASSIGNED TRADEMARKS

Mark	Appln No.	Filed	Regn No.	Regn Date	Owner
COLOR PUTTY	72280069	9/11/67	0860827	11/26/68	Color Putty Company, Inc.
COLOR PUTTY 	72191569	4/20/64	0795007	8/31/65	Color Putty Company, Inc.
COLOR PUTTY	0629838	4/18/89	TMA386320	7/5/91	Color Putty Company, Inc.