TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Axalta Coating Systems IP Co. LLC		09/05/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Axalta Coatings Systems, LLC
Street Address:	Two Commerce Square, 2001 Market Street
Internal Address:	Suite 36/3657
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4354655	PERFORMANCE CLAIMS
Serial Number:	85363260	PERFORMANCE GATEWAY
Serial Number:	86358910	PERFORMANCE GATEWAY

CH $90.00 4354655

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314-552-6000
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Thomas A. Polcyn
Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	51017-136981
NAME OF SUBMITTER:	Thomas A. Polcyn
SIGNATURE:	/thomas a. polcyn/
DATE SIGNED:	11/03/2014
Total Attachments: 7	

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EXECUTION VERSION

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement"), dated as of September 5, 2014, is entered into by and between Axalta Coating Systems IP Co. LLC, formerly named U.S. Coatings IP Co. LLC, a limited liability company organized under the laws of Delaware ("Seller") and Axalta Coating Systems, LLC, a limited liability company organized under the laws of Delaware ("Buyer"). Reference is hereby made to that certain Intellectual Property Purchase Agreement to be entered into by and among Clayton Venture Group, L.L.C. and Buyer (the "IP Purchase Agreement").

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, the Purchased Assets (as such term is defined below), subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth herein, at the Effective Time (as defined in Section 3), Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases, accepts, acquires and assumes from Seller, all of Seller's rights, title, and interests in and to each of the following (collectively, the "Purchased Assets"):

[redacted]

(c) the Purchased Trademarks (as such term is defined in the IP Purchase Agreement), including the registration and pending applications for Trademarks listed on Schedule A.

[redacted]

3. Closing. The consummation of the transaction contemplated by this agreement (the "Closing") shall take place effective as of 12:00 a.m. Eastern Daylight Time on the date hereof (the "Effective Time") at such place as Seller and Buyer may mutually agree. The Closing may occur via facsimile transmission, electronic mail and wire transfer. The Purchase

Price shall be paid by Buyer to Seller promptly following the Closing (as such term is defined in the IP Purchase Agreement) of the IP Purchase Agreement.

4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

(a) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Seller has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. Seller has obtained all necessary limited liability company approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by Seller and (assuming due authorization, execution and delivery by Buyer) constitutes Seller's legal, valid and binding obligation, enforceable against Seller in accordance with its terms.

(c) The execution, delivery and performance by Seller of this Agreement do not conflict with, violate or result in the breach of, or create any lien, pledge, security interest, charge, claim, encumbrance, agreement, option, voting trust, proxy or other arrangements or restrictions of any kind (each, an "Encumbrance") by or on behalf of the Seller on the Purchased Assets pursuant to, any agreement, instrument, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject or by which the Purchased Assets are bound.

(d) No governmental, administrative or other third party consents or approvals are required by or with respect to Seller in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(e) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Seller, threatened against or by Seller that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(f) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller as follows:

(a) Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware.

(b) Buyer has all requisite power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and the consummation by Buyer of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(c) No governmental, administrative or other third party consents or approvals are required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(d) There are no actions, suits, claims, investigations or other legal proceedings pending or, to the knowledge of Buyer, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

(e) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

6. Survival. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Closing hereunder.

7. Seller Indemnification. Seller shall indemnify Buyer and hold Buyer harmless against and in respect of any and all losses, liabilities, damages, obligations, claims, Encumbrances, costs and expenses (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") incurred by Buyer arising or resulting from any breach of any representation, warranty, covenant or agreement made by Seller herein.

8. Buyer Indemnification. Buyer shall indemnify Seller and hold Seller harmless against and in respect of any and all Losses incurred by Seller arising or resulting from (x) any breach of any representation, warranty, covenant or agreement made by Buyer herein or (y) any Assumed Liabilities.

9. Further Assurances. Seller and Buyer hereby agree, at any time or from time to time, at the reasonable written request of the other, to execute, acknowledge and deliver such further instruments of sale, assignment, transfer, conveyance, delivery or assumption and to take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.

10. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

11. Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

If to the Seller: Axalta Coating Systems IP Co. LLC
c/o Axalta Coating Systems LLC
Two Commerce Square
2001 Market Street
Suite 36 / 3657
Philadelphia, PA 19103
Attention: General Counsel

If to the Buyer: Axalta Coating Systems LLC
Two Commerce Square
2001 Market Street
Suite 36 / 3657
Philadelphia, PA 19103
Attention: General Counsel

12. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which, taken together, will constitute but one and the same Agreement.

14. Successors and Assigns. This instrument is binding upon, and will inure to the benefit of, Seller and Buyer and their respective successors, assigns and their respective affiliates.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflict

of laws thereof (except any provisions of the laws of such State that would render such choice of law ineffective).

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of Buyer and Seller and the permitted successors and assigns of each of them, and nothing herein expressed or implied will give or be construed to give to any individual or entity, other than the parties hereto, and their respective successors and assigns, any legal or equitable rights hereunder.

17. Miscellaneous. This Agreement constitutes the entire agreement on the subject matter between the parties. No modification of this Agreement will be binding unless in writing and signed by the party against which it is sought to be enforced.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

AXALTA COATING SYSTEMS IP CO. LLC

By: Robert W. Bryant
Name: Robert W. Bryant
Title: EVP & CFO

BUYER:

AXALTA COATING SYSTEMS, LLC

By: Robert W. Bryant
Name: Robert W. Bryant
Title: EVP & CFO

SIGNATURE PAGE TO
PURCHASE AGREEMENT
US IP CO IP ASSETS

Schedule A

1. All rights, title, and interests, including all associated goodwill, in and to:

   U.S. Trademark Reg. No. 4,354,655 for PERFORMANCE CLAIMS

   U.S. Trademark App. Nos. 86/358,910 and 85/363,260 for PERFORMANCE GATEWAY