

11-03-2000

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RE 101504881 ET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
1/1/98
- Merger
- Change of Name
- Other Amalgamation

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name ICI PAINTS (CANADA) INC.

Formerly _____

74120232

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name ICI CANADA INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2600 Steeles Avenue West

Address (line 2) Concord, Ontario L4K 3C8

Address (line 3) _____ Canada _____

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Canada

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

74-120232		

1109039	1912906	1975603

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

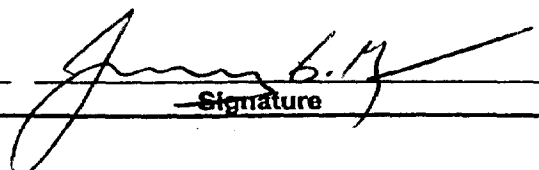
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lanning G. Bryer
Name of Person Signing



Signature

10/18/00
Date Signed

IN THE MATTER OF

Trademark **ENVIRONMENTAL CARE**

Application No.: **74-120232**

Filed: **December 3, 1990**

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Ladas & Parry, whose postal address is 26 West 61st Street, New York, New York 10023, United States of America, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

POWER OF ATTORNEY

Applicant hereby revokes all previous Powers of Attorney and hereby appoints jointly and severally, with full power of substitution, the power of appointment of an associate attorney and the power of revocation:

STEPHEN A. GOLDSMITH

ALLAN S. PILSON

IAN JAY KAUFMAN

FREDERICK REICHWALD

ROBERT ALPERT

DANIEL F. ZENDEL

LANNING G. BRYER

JOSEPH J. VILLAPOL

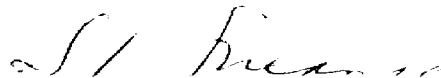
GEORGIA N. GOUNARIS

MARY A. MOY

members of the Bar of the State of New York, c/o Ladas & Parry, 26 West 61st Street, New York, New York 10023, United States of America, to transact all business in the Patent Office in connection with the subject application and registration which will issue thereon.

ICI CANADA INC.

[Corporate Seal]





Industry Canada Industrie Canada

Canada Business
Corporations Act Loi canadienne sur
les sociétés par actions

I HEREBY CERTIFY THAT THE
ATTACHED IS A TRUE COPY OF THE
DOCUMENT MAINTAINED IN THE
RECORDS OF THE DIRECTOR.

JE CERTIFIE, PAR LES PRÉSENTES, QUE LE
DOCUMENT CI-JOINT EST UNE COPIE
EXACTE D'UN DOCUMENT CONTENU
DANS LES LIVRES TENUS PAR LE
DIRECTEUR.

Deputy Director - Directeur adjoint

Date



Canada

**Certificate
of Amalgamation****Canada Business
Corporations Act****Certificat
de fusion****Loi canadienne sur
les sociétés par actions****ICI CANADA INC.****345023-6**

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

Je certifie que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Director - Directeur

January 1, 1998/le 1 janvier 1998

Date of Amalgamation - Date de fusion

1 - Name of amalgamated corporation / Dénomination de la société issue de la fusion
ICI CANADA INC.

2 - The place in Canada where the registered office is to be situated / Lieu au Canada où doit être situé le siège social
In the Municipality of Metropolitan Toronto, in the Province of Ontario

3 - The classes and any maximum number of shares that the corporation is authorized to issue / Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
The Corporation shall be authorized to issue an unlimited number of Class A Preferred Shares, an unlimited number of Class B Redeemable Preferred Shares and an unlimited number of Common shares, the rights, privileges and restrictions of which are set out in the annexed Schedule 1 incorporated in this form.

4 - Restrictions, if any, on share transfers / Restrictions sur le transfert des actions, s'il y a lieu
The annexed Schedule 2 is incorporated in this form.

5 - Number (or minimum and maximum number) of directors / Nombre (ou nombre minimal et maximal) d'administrateurs
A minimum of 3 and a maximum of 20.

6 - Restrictions, if any, on business the corporation may carry on / Limites imposées à l'activité commerciale de la société, s'il y a lieu
There are no restrictions.

7 - Other provisions, if any / Autres dispositions, s'il y a lieu
The annexed Schedule 3 is incorporated in this form.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows: / 8 - La fusion a été approuvée en accord avec l'article ou le paragraphe de la Loi indiqué ci-après

183
 184(1)
 184(2)

9 - Name of the amalgamating corporations / Dénomination des sociétés fusionnantes	Corporation No. / No de la société	Signature	Date	Title / Titre
ICI PAINTS (CANADA) INC. PEINTURES ICI (CANADA) INC.	345021-0	<i>S. L. O'neape</i>	Dec. 31/97	Secretary
GROW GROUP CANADA, LTD. LE GROUPE GROW CANADA, LTEE	120424-6	<i>S. L. O'neape</i>	Dec. 31/97	Secretary
TREWAX COMPANY OF CANADA INC.	345022-8	<i>S. L. O'neape</i>	Dec. 31/97	Secretary
ICI CANADA INC.	298249-8	<i>S. L. O'neape</i>	Dec. 31/97	Corp. Secretary

FOR DEPARTMENTAL USE ONLY - A L'USAGE DU MINISTÈRE SEULEMENT / Corporation No. - N° de la société: **345023-6** / Filed - Déposée: **Dec. 30, 1997**

SCHEDULE 1

- (1) The rights, privileges, restrictions and conditions attaching to the Class A Preferred Shares (herein the "Class A Shares") of the Corporation are as follows:
- (i) Payment of Dividends: The holders of the Class A Shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or rateably with the holders of the Class A Shares, the board of directors may in their sole discretion declare dividends on the Class A Shares to the exclusion of any other class of shares of the Corporation. In no event shall such dividends exceed 8% per annum of the Redemption Price (as hereinafter defined).
 - (ii) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class A Shares shall, after distribution of all amounts to which the Class B shareholders are entitled, be entitled to receive from the assets of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of all Class A Shares held by them respectively before any amount shall be paid or any assets of the Corporation distributed to the holders of any Common shares or shares of any other class ranking junior to the Class A Shares. After payment to the holders of the Class A Shares of the amount so payable to them as above provided they shall not be entitled to share in any further distribution of the assets of the Corporation.
 - (iii) Voting Rights: The holders of the Class A Shares shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting.
 - (iv) Redemption by Corporation: The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class A Shares on payment of \$1.00 for each share to be redeemed, such amount being herein referred to as the "Redemption Price", plus all declared and unpaid dividends thereon, the whole constituting and being herein referred to as the "Redemption Amount".
 - (v) Idem: In the case of redemption of Class A Shares under the provisions of clause (a)(iv) hereof, the Corporation shall at least twenty-one (21) days (or, if all of the holders of the Class A Shares consent, such shorter period to

which they may consent) before the date specified for redemption mail (or, with the consent of any particular holder, otherwise deliver) to each person who at the date of mailing (or delivery, as the case may be) is a holder of Class A Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class A Shares. Such notice shall (subject to the consent of any particular holder referred to above) be mailed by letter, postage prepaid, addressed to each such holder at its address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount and the date on which redemption is to take place and if part only of the shares held by the person to whom it is addressed is to be redeemed the number thereof so to be redeemed. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Class A Shares to be redeemed the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the Class A Shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers in Canada or, with the consent of any particular holder, by the issuance to such holder of a promissory note of the Corporation payable upon demand without interest. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in any such notice the holders of the Class A Shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Class A shares in respect thereof unless payment of the Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Class A Shares remain unaffected. The Corporation shall have the right at any time after the mailing (or delivery, as the case may be) of notice of its intention to redeem any Class A Shares to deposit the Redemption Amount of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or in any trust company in Canada, named in such notice, to be paid without interest to or to the order of the respective holders of such Class A Shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing the same, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class A Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such

deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest allowed on such deposit shall belong to the Corporation.

- (vi) Idem: If any taxing authority having jurisdiction alleges that the Redemption Price per Class A Share multiplied by the number of Class A Shares issued as at December 31, 1994 in the predecessor corporation also known as ICI Canada Inc. is not equal to the fair market value on December 31, 1994 of the One (1) Common Share in The Glidden Company (Canada) Limited transferred to such predecessor corporation on December 31, 1994 and in respect of which the Class A Shares of such predecessor corporation were issued or proposes to make an assessment of tax on the basis that any gift, benefit or advantage is or has been conferred on any person by reason of the issue of Class A Shares or of the redemption or purchase for cancellation or otherwise of any Class A Share, the board of directors of the Corporation, after consultation with such taxing authority, may adjust the Redemption Price per Class A Share to such other amount as may be determined by the board of directors of the Corporation after such consultation and thereafter the Redemption Price per Class A Share shall mean the amount so adjusted.
- (vii) Idem: In the event that the Redemption Price per Class A Share is increased pursuant to clause (a)(vi) hereof following a redemption or purchase for cancellation or otherwise of a Class A Share the amount by which the Redemption Price has been increased shall be deemed to be an amount payable by the Corporation from the date of redemption or purchase for cancellation or otherwise, and the Corporation shall pay to each holder of Class A Shares whose shares were redeemed or purchased for cancellation or otherwise, an amount equal to the product of the increase in value per Class A Share determined pursuant to clause (a)(vi) hereof multiplied by the number of shares of such holder so redeemed or purchased for cancellation or otherwise, plus interest calculated at a rate of 10% per annum of such increase, compounded annually, computed from the date of the redemption or purchase for cancellation or otherwise up to and including the date of such payment by the Corporation.
- (viii) Idem: In the event that the Redemption Price per Class A Share is decreased pursuant to clause (a)(vi) hereof following a redemption or purchase for cancellation or otherwise of a Class A Share the amount by which the Redemption Price has been reduced shall be deemed to have been a loan by the Corporation to the former holder of the Class A Share, and each person whose Class A Share was redeemed or purchased for

cancellation or otherwise shall be liable to pay to the Corporation, an amount equal to the product of the decrease in value per Class A Share determined pursuant to clause (a)(vi) hereof multiplied by the number of shares of such holder so redeemed or purchased for cancellation or otherwise plus interest calculated at a rate of 10% per annum of such decrease, compounded annually, computed from the date of the redemption or purchase for cancellation or otherwise up to and including the date of such payment by each such person.

- (ix) Redemption at Option of Holder: A holder of Class A Shares shall be entitled to require the Corporation to redeem, subject to the requirements of the Canada Business Corporations Act as now enacted or as the same may from time to time be amended, re-enacted or replaced, at any time or times all or any of the Class A Shares held by such holder by tendering to the Corporation at its registered office a share certificate or certificates representing the Class A Shares which the holder desires to have the Corporation redeem together with a request in writing specifying (i) that the holder desires to have the Class A Shares represented by such certificate or certificates redeemed by the Corporation and, if part only of the shares represented by such certificate or certificates is to be redeemed, the number thereof so to be redeemed and (ii) the business day (herein referred to as the "Redemption Date") on which the holder desires to have the Corporation redeem such Class A Shares. The Redemption Date shall be not less than 30 days (or such shorter period to which the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Class A Shares which the holder desires to have the Corporation redeem together with such a request the Corporation shall on the Redemption Date redeem such Class A Shares by paying to such holder the Redemption Amount for each such Class A Share being redeemed. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada (or, with the consent of the holder, by any other means of immediately available funds). If a part only of the shares represented by any certificate is redeemed a new certificate for the balance shall be issued at the expense of the Corporation. The said Class A Shares shall be redeemed on the Redemption Date and from and after the Redemption Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of a holder of Class A Shares in respect thereof unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights of the holder of the said Class A Shares shall remain unaffected.
- (x) Idem: If a holder of Class A Shares shall have required the Corporation pursuant to the provisions of clause (a)(ix) hereof to redeem all or any of the Class A Shares held by such holder and the Corporation cannot redeem

the said Class A Shares on the Redemption Date without thereby contravening the Canada Business Corporations Act as now enacted or as the same may from time to time be amended, re-enacted or replaced, the Corporation shall redeem the said Class A Shares as soon as it is lawfully able to do so and until the said Class A Shares are so redeemed the rights of the holder thereof shall remain unaffected, provided that the said holder may at any time by notice in writing tendered to the Corporation at its registered office withdraw the request that the said Class A Shares be redeemed in which event the Corporation shall return to the said holder the share certificate or certificates representing the said Class A Shares which had been tendered to the Corporation.

- (2) The rights, privileges, restrictions and conditions attaching to the Class B Redeemable Preferred Shares of the Corporation are as follows:
- (i) The holders of the Class B Redeemable Preferred Shares shall in each fiscal year of the Corporation in the discretion of the directors, but always in preference and priority to any payment of dividends on the Common shares for such year, be entitled out of any or all profits or surplus available for the payment of dividends, to non-cumulative dividends at the rate of fifty dollars (\$50) per share per annum; if in any fiscal year, after providing for the full dividend on the Class B Redeemable Preferred Shares, there shall remain any profits or surplus available for the payment of dividends; the holders of Class B Redeemable Preferred Shares shall not be entitled to any dividend other than or in excess of the non-cumulative dividends at the rate of fifty dollars (\$50) per share per annum hereinbefore provided for.
 - (ii) The Corporation may, upon giving notice as herein provided, redeem the whole or any part of the Class B Redeemable Preferred Shares on payment for each share to be redeemed of an amount per share of one thousand dollars (\$1,000) together with all dividends declared thereon and unpaid (herein referred to as the "Redemption Amount" of each Class B Redeemable Preferred Share); unless waived by the holders of the Class B Redeemable Preferred Shares, not less than 30 days' notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares to be redeemed, specifying the date and place or places of redemption; if notice of any such redemption is given by the Corporation in the manner aforesaid and the Redemption Amount of each Class B Redeemable Preferred Share is deposited with any trust company or chartered bank in Canada, as specified in the notice, on or before the date fixed for redemption, dividends on the Class B Redeemable Preferred Shares to be redeemed shall cease after the date so fixed for redemption, and the holders thereof shall thereafter have no rights against the Corporation in respect thereof except, upon the surrender of certificates for such shares, to receive payment therefor out of the moneys so deposited.

- (iii) The Class B Redeemable Preferred Shares shall rank, as regards payment of redemption amount, in priority to the Common shares of the Corporation but shall not confer any further right to participate in the profits or assets of the Corporation.
 - (iv) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of the Class B Redeemable Preferred Shares shall be entitled to receive, before any distribution of any part of the assets of the Corporation among the holders of the Common shares of the Corporation, an amount per share equal to the Redemption Amount of each Class B Redeemable Preferred Shares, and no more.
 - (v) Subject to the provisions of the Act, the holders of the Class B Redeemable Preferred Shares shall not be entitled to vote at any meeting of shareholders of the Corporation.
- (3) The rights, privileges, restrictions and conditions attaching to the Common shares of the Corporation are as follows:
- (i) Subject to the rights of the holders of the Class A Preferred Shares and the holders of the Class B Redeemable Preferred Shares, the holders of the Common shares shall be entitled to receive any dividend declared by the directors on the Common shares.
 - (ii) Subject to the rights of the holders of the Class A Preferred Shares and the holders of the Class B Redeemable Preferred Shares, the holders of the Common shares shall be entitled to receive the remaining property of the Corporation on dissolution, liquidation or winding-up.
 - (iii) The holders of the Common shares shall be entitled to receive notice of and to attend and shall be entitled to one vote at any meeting of the shareholders of the Corporation for each Common Share held, except meetings at which only holders of a specified class of shares other than Common shares are entitled to vote separately as a Class.

SCHEDULE 2

The right to transfer shares in the capital of the Corporation shall be restricted in that no share of the Corporation shall be transferred without the express consent of the directors of the Corporation expressed by the votes of a majority of the directors of the Corporation at a meeting of the directors or by an instrument or instruments in writing signed by a majority of the directors.

SCHEDULE 3

- (a) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.
- (c) The board of directors of the Corporation may from time to time, in such amounts and on such terms as it deems expedient:
 - (i) borrow money on the credit of the Corporation,
 - (ii) issue, reissue, sell or pledge debt obligations (secured or unsecured) of the Corporation,
 - (iii) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person or body corporate, and
 - (iv) charge, mortgage, hypothecate, pledge or cede and transfer or otherwise create a security interest in all or any of the currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt or liability of the Corporation,

and may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the board all or any of the powers conferred on the board pursuant to this Section to such extent and in such manner as the board of directors shall determine at the time of each such delegation.

S C H E D U L E

COLOR YOUR WORLD

No. 1109039
Dated: December 19, 1978

BABYCARE COLORS

No. 1912906
Dated: August 22, 1995

COLOR YOUR WORLD

No. 1975603
Dated: May 28, 1996

ENVIRONMENTAL CARE

Application No. 74-120232
Filed: December 3, 1990