

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crown Coating Industries Pte. Ltd. (AKA Crown Coating (Shanghai) Co., Ltd.)		08/01/2005	CORPORATION: SINGAPORE
RECEIVING PARTY DATA			
Name:	PPG Industries, Inc.		
Also Known As:	AKA PPG Industries (Singapore) Pte. Ltd. and AKA PPG Coatings (Suzhou) Co., Ltd.		
Street Address:	One PPG Place		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15146		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2975685		
CORRESPONDENCE DATA			
Fax Number:	(608)283-2275		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	608-257-3501		
Email:	tlbruesewitz@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	One S. Pinckney St., Ste. 700		
Address Line 2:	P.O. Box 1806		
Address Line 4:	Madison, WISCONSIN 53701-1806		
NAME OF SUBMITTER:	Jeffrey D. Peterson		
Signature:	/jeffrey d peterson/		

CH \$40.00 2975685

Date:

09/15/2005

Total Attachments: 16

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DATED 1 AUGUST 2005

LIM SENG PHONG

WONG SUN SUNG

CROWN COATING INDUSTRIES PTE. LTD.

CROWN COATING (SHANGHAI) CO., LTD.

- and -

PPG INDUSTRIES, INC.

PPG INDUSTRIES (SINGAPORE) PTE. LTD.

PPG COATINGS (SUZHOU) CO., LTD.

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY

CERTIFIED TRUE COPY



LIM PUAY CHONG VINCENT
Advocate & Solicitor
Singapore

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DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS DEED dated 1 August, 2005 by and amongst (i) **LIM Seng Phong** of No. 7 Tamarind Road, Singapore 806017 ("**Lim**"); (ii) **WONG Sun Sung** of Blk 271 Tampines Street 21, #09-117, Singapore 520271 ("**Wong**") (Lim and Wong each a "**Seller**", and collectively the "**Sellers**"); (iii) **Crown Coating Industries Pte. Ltd.**, a company incorporated in Singapore and having its registered address at 16 Sungei Kadut Way, Singapore 728793 ("**Crown Singapore**"); (iv) **Crown Coating (Shanghai) Co., Ltd.**, an enterprise established in the PRC having its registered address at No.9, Luxing Road, Luyuan Industrial Park, Liu Zao Town, Manhui District, Shanghai ("**Crown Shanghai**"), (Crown Singapore and Crown Shanghai, each an "**Assignor**" and collectively the "**Assignors**"); (v) **PPG Industries, Inc.**, a Pennsylvania corporation having its principal office at One PPG Place, Pittsburgh, Pennsylvania 15272598435 (the "**Purchaser**"); (vi) PPG Industries (Singapore) Pte. Ltd. of 63 Tuas Avenue One, Singapore 639507 ("**PPG Singapore**"); and (vii) PPG Coatings (Suzhou) Co., Ltd. of 66 Xiang Yang Road, Suzhou New District, Jiangsu Province 215011, PRC ("**PPG Suzhou**") (PPG Singapore and PPG Suzhou collectively, the "**Designated Assignees**").

WITNESSETH:

WHEREAS, the Sellers are together the beneficial owners of 100% of the issued and paid up share capital of Crown Singapore and Crown Shanghai.

WHEREAS, the Designated Assignees are the wholly owned subsidiaries of the Purchaser.

WHEREAS, pursuant to an asset purchase agreement dated 30 July 2005 (the "**Asset Purchase Agreement**") relating to inter alia, the sale of the business and assets of Crown Singapore and Crown Shanghai, the business and assets of Crown Singapore and Crown

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Shanghai were transferred to PPG Singapore and PPG Suzhou, respectively.

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, the Assignors have agreed, and the Sellers have agreed to, and procure the Assignors to, assign all their respective rights in the Intellectual Property (defined below) to such Designated Assignees as the Purchaser may require.

WHEREAS, pursuant thereto, the Sellers and the Assignors jointly and severally agree to assign all the Intellectual Property to the Designated Assignees on the terms and conditions of this Deed.

WHEREAS, the Purchaser and the Designated Assignees agree to accept the relevant assignments on the terms and conditions of this Deed.

NOW THEREFORE THIS DEED WITNESSES as follows

I. DEFINITIONS

(a) Definitions

In this Deed, unless the context otherwise requires, the following words have these meanings:

"Business" means the business that constitutes the development, manufacture, sale and distribution of the coatings products set out in **Schedule 1**;

"Know How" means all designs, plans, non-marketing trade secrets, inventions, processes, procedures, research records, manufacturing know-how and manufacturing formulae, wherever located, relating to the Business;

"Intellectual Property" means:

- (i) all patents throughout the world and applications therefor, relating to the Business as listed in **Schedule 2** hereto, and all applications for patents filed after the date hereof relating to the Business;
- (ii) all trademarks, service marks, trade names and registered user names throughout the world relating to the Business as listed in **Schedule 3** hereto, including all registrations and applications for registration thereof, and all goodwill in the aforesaid marks;
- (iii) all copyright, copyright registrations and any related or neighbouring rights throughout the world, and applications therefore;
- (iv) any other non-registered copyrights;
- (v) all registered designs or rights to any registrable designs;
- (vi) all rights relating to the Know-How; and
- (vii) any similar or corresponding rights to the foregoing whenever subsisting in the world and whether arising by operation of law or otherwise.

(b) Interpretation

In this Deed, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) a reference to an individual or person includes a corporation, partnership, purchaser, association, authority, trust, state or government and vice versa;

- (iii) the table of contents and headings are for convenience only and do not affect interpretation;
- (iv) a reference to a party is a reference to a party to this Deed and includes that party's permitted assigns;
- (v) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (vi) including and similar expressions are not and must not be treated as words of limitation.

II. ASSIGNMENT

(a) Assignment

- (i) Crown Singapore hereby assigns to PPG Singapore absolutely, unconditionally and irrevocably all its rights and interests in the Intellectual Property free from all liens, charges, security interests and/or any other form of encumbrance whatsoever and howsoever arising.
- (ii) Crown Shanghai hereby assigns to PPG Suzhou absolutely, unconditionally and irrevocably all its rights and interests in the Intellectual Property free from all liens, charges, security interests and/or any other form of encumbrance whatsoever and howsoever arising
- (iii) Each Seller further agrees and covenants that if, by operation of law or otherwise, any Seller retains in his name any of the Intellectual Property he will hold such Intellectual Property on trust for the Purchaser and execute such documents as the Purchaser shall require to assign such Intellectual Property to

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such Designated Assignee as the Purchaser may at its sole option determine.

(b) Purchaser's choice of Designated Assignee

Notwithstanding anything in this Deed, the parties agree that the Purchaser may (at any time before the assignments in paragraph (a) of this **Section** are effected), require the Sellers and any Assignor to assign certain specified rights in the Intellectual Property to another Designated Assignee (other than those specified in paragraph (a) of this **Section**), and the Sellers and the relevant Assignor shall do so accordingly.

(c) Consideration

The Sellers and the Assignors hereby acknowledge and declare that the Purchase Price (as defined and referred to in the Asset Purchase Agreement) includes good and valuable consideration for the assignment of the Intellectual Property under this Deed.

(d) Effective Date

The assignments in paragraph (a) of this **Section** shall take effect immediately upon the execution of this Deed.

(e) Sellers to Procure

The Sellers shall do all things necessary or desirable to procure that the assignments in paragraph (a) of this **Section** are effected according to the terms herein.

(f) Rights of Designated Assignee

The assignment effected by **Section II(a)** shall include the right of the relevant Designated Assignee to be registered as proprietor of the Intellectual Property assigned to it, and the right of such Designated Assignee to bring proceedings against any third party in respect of the Intellectual Property assigned to it (including the right to take action and claim damages in respect of all past infringements and the right to take proceedings against any third party for infringement of copyright or trade marks or for passing-off or for otherwise infringing the rights of such Designated Assignee in the Intellectual Property assigned to it hereunder).

III. REPRESENTATION AND WARRANTY

Each of the Sellers and the Assignors jointly and severally represent, undertake and warrant that each Assignor has all the rights, interests and title to, in its respective Intellectual Property, and is free to enter into an assignment of such rights, interests and title to the relevant Designated Assignee.

IV. SELLERS' AND ASSIGNORS' UNDERTAKINGS

Each of the Sellers and the Assignors jointly and severally undertake to:

- (i) use its best endeavours to do all things necessary or desirable to give full effect to this Deed, including the execution of all deeds or documents in any jurisdiction whatsoever to complete and perfect and/or register the assignments and the Designated Assignees' right to the Intellectual Property assigned to it hereunder;

- (ii) refrain from doing or failing to do any act or thing that would or might invalidate or put in jeopardy the Designated Assignee's title to the Intellectual Property assigned to it hereunder;
- (iii) forthwith notify the Purchaser and the relevant Designated Assignee of any infringement of the Intellectual Property rights assigned to it hereunder, or of any event which may jeopardise such Intellectual Property rights;
- (iv) oppose any application for de-registration, where applicable, of the Intellectual Property; and
- (v) indemnify and keep indemnified the Purchaser and the Designated Assignees against any loss or damage suffered by any of them arising from the breach of any of the provisions of this Deed. In this regard, the Sellers and the Assignors acknowledge and agree that the Purchaser and the Designated Assignees have relied on the representations and warranties given in this Deed prior to consummating the transactions contemplated under the Asset Purchase Agreement and accepting the assignment of the Intellectual Property under this Deed.

V. COMPLETION

Each Assignor shall execute all documents and do all things that are reasonably necessary to enable the Designated Assignee to appropriately record the assignment and transfer of the relevant Intellectual Property to be assigned to it.

VI. GOVERNING LAW

This Deed is governed by the laws of Singapore. Each party irrevocably submits to the non-exclusive jurisdiction of the Courts of Singapore.

IN WITNESS WHEREOF this Deed has been entered into on the date stated at the beginning.

Signed, Sealed and Delivered)

by **LIM Seng Phong**)

in the presence of:)



TERENCE YEO CHOUN MENG

Signed, Sealed and Delivered)

by **WONG Sun Sung**)

In the presence of:)

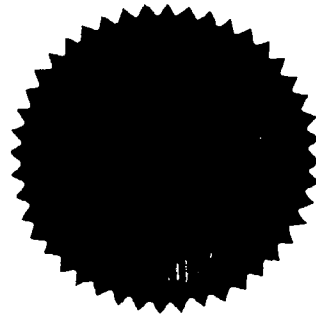
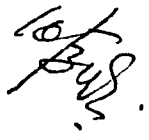


TERENCE YEO CHOUN MENG

The Common Seal of)

Crown Coating Industries Pte. Ltd.,)

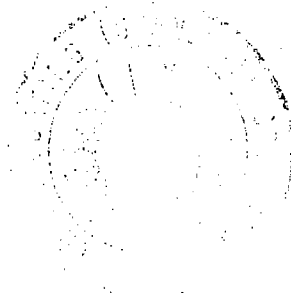
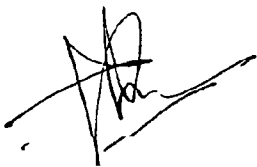
was hereunto affixed in the presence of:)



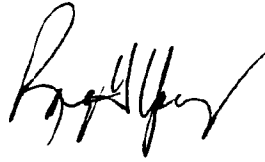
The Common Seal of)


Crown Coating (Shanghai) Co., Ltd)

was hereunto affixed in the presence of:)




Executed on behalf of)
PPG Industries, Inc.)
by Roger Guy Young (Authorised)
Signatory) in the presence of:)




YIP WAI LIN JAMIE
Registered Foreign Lawyer
DIBB LUPTON ALSOP


Executed on behalf of)
PPG Industries (Singapore) Pte. Ltd.)
by Roger Guy Young (Director))
in the presence of:)




YIP WAI LIN JAMIE
Registered Foreign Lawyer
DIBB LUPTON ALSOP

Executed on behalf of)
PPG Coatings (Suzhou) Co., Ltd.)
by Roger Guy Young (Authorised)
Signatory) in the presence of:)




YIP WAI LIN JAMIE
Registered Foreign Lawyer
DIBB LUPTON ALSOP

SCHEDULE 1

Coatings Products

S/NO	PRODUCTS NAME
1	CROWN UV PU ACRYLIC FILLER SR/SC
2	CROWN UV PU ACRYLIC SEALER SR/SC
3	CROWN UV PU ACRYLIC SEALER AK
4	CROWN UV PU ACRYLIC SEALER FX
5	CROWN UV PU ACRYLIC SEALER EX
6	CROWN UV PU ACRYLIC SEALER HD
7	CROWN UV PU ACRYLIC PUTTY SEALER SRP
8	CROWN UV PU ACRYLIC TOP COAT SR/SC
9	CROWN UV PU ACRYLIC TOP COAT FX
10	CROWN UV PU ACRYLIC TOP COAT XT
11	CROWN UV PU ACYRLIC TOP COAT SK
12	CROWN UV PU ACRYLIC TOP COAT AS
13	CROWN UV PU ACRYLIC LIFETIME FINISH
14	CROWN HYDRO SEALER (HYDRO PRIMER)
15	CROWN UV PRIMER
16	CROWN HYDRO STAIN
17	CROWN UV STAIN
18	CROWN DUROLUX
19	CROWN WOOD PUTTY

SCHEDULE 2

Patents relating to the Business

No.	Description	Territory	Registered Owner / Registration No. (if applicable)
nil	nil	nil	nil

SCHEDULE 3

**Trademarks, service marks, trade names and registered user names
relating to the Business**

No.	Description	Territory	Registered Owner / Registration No. (if applicable)
1.	Crown Logo	Canada	Crown Coating Industries Pte Ltd/ TMA593,204
2.	Crown Logo	China	Crown Coating Industries Pte Ltd/ 2022829
3.	Crown Logo	European Union (CTM)	Crown Coating Industries Pte Ltd/ 002526929
4.	Crown Logo	Indonesia,	Crown Coating Industries Pte Ltd/ 518043
5.	Crown Logo	Singapore,	Crown Coating Industries Pte Ltd/ T01/10206E
6.	Crown Logo	United States of America	Crown Coating Industries Pte Ltd/ Pending

Unregistered Trade Names

S/NO	PRODUCTS NAME
1	CROWN UV PU ACRYLIC FILLER SR/SC
2	CROWN UV PU ACRYLIC SEALER SR/SC
3	CROWN UV PU ACRYLIC SEALER AK

S/NO	PRODUCTS NAME
4	CROWN UV PU ACRYLIC SEALER FX
5	CROWN UV PU ACRYLIC SEALER EX
6	CROWN UV PU ACRYLIC SEALER HD
7	CROWN UV PU ACRYLIC PUTTY SEALER SRP
8	CROWN UV PU ACRYLIC TOP COAT SR/SC
9	CROWN UV PU ACRYLIC TOP COAT FX
10	CROWN UV PU ACRYLIC TOP COAT XT
11	CROWN UV PU ACYRLIC TOP COAT SK
12	CROWN UV PU ACRYLIC TOP COAT AS
13	CROWN UV PU ACRYLIC LIFETIME FINISH
14	CROWN HYDRO SEALER (HYDRO PRIMER)
15	CROWN UV PRIMER
16	CROWN HYDRO STAIN
17	CROWN UV STAIN
18	CROWN DUROLUX
19	CROWN WOOD PUTTY