

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
THE SHERWIN-WILLIAMS COMPANY		12/19/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	WAL-MART STORES, INC.		
Street Address:	702 SW 8th Street		
City:	Bentonville		
State/Country:	ARKANSAS		
Postal Code:	72716		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1811371	COLOR PLACE	
CORRESPONDENCE DATA			
Fax Number:	(479)277-5889		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4792771695		
Email:	ustm@walmartlegal.com		
Correspondent Name:	Candice E. Kim		
Address Line 1:	702 SW 8th Street		
Address Line 4:	Bentonville, ARKANSAS 72716		
NAME OF SUBMITTER:	Candice E. Kim		
Signature:	/cek/		
Date:	03/12/2009		

Total Attachments: 3

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**TRADEMARK
 REEL: 003951 FRAME: 0476**

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TRADEMARK ASSIGNMENT

This Assignment, effective as of the 31st day of December, 2008 regardless of the date of execution, is made by The Sherwin-Williams Company, having a place of business at 101 W. Prospect Avenue, Cleveland, OH 44115 ("Assignor"), to and in favor of Wal-Mart Stores, Inc., a Delaware corporation, having a place of business at 702 S.W. 8th Street, Bentonville, Arkansas, 72716-0520 ("Assignee").

WITNESSETH THAT:

WHEREAS, the ASSIGNOR is the owner of all right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the "Trademarks"); and

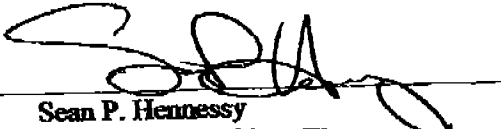
WHEREAS, the ASSIGNEE wishes to acquire from the ASSIGNOR all right, title and interest in and to the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee, all of its right, title and interest in and to the Trademarks, together with the goodwill of the business appurtenant to and symbolized by the Trademarks and including, without limitation, all common law rights in and to the Trademarks and the right to sue and recover for, and the right to profits or damages due or accrued or arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made.

THE SHERWIN-WILLIAMS COMPANY

Dated: 12/19/08, 2008

By


Sean P. Hennessy
Senior Vice President-Finance, and
Chief Financial Officer

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STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

On the 19TH day of DECEMBER, 2008, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared SEAN P. HENNESSY, who acknowledged himself to be the SENIOR VICE PRESIDENT-FINANCE AND CHIEF FINANCIAL OFFICER of The Sherwin-Williams Company, an Ohio corporation, and that he, as such officer being authorized to do so, executed the foregoing ASSIGNMENT AGREEMENT for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Valeria Raton-Nagy

NOTARY PUBLIC

Valeria Raton-Nagy, Notary Public
State of Ohio
My Commission Expires October 1, 2012

SCHEDULE 1

Trademark	Country	Class	(App. No.) Reg. No.	(Filing Date) Reg. Date
COLOR PLACE	Argentina	2 Int.	1743201	02-Jul-1999
COLOR PLACE	Brazil	2 Int.	818517336	09-Sep-1997
COLOR PLACE	Canada	2, 7, 16 Int.	452475	29-Dec-1995
COLOR PLACE	Chile	2 Int.	555943	16-Dec-1999
COLORPLACE	Chile	16 Int.	522729 (832510)	28-Sep-1998 (08-Aug-2008)
COLOR PLACE	China	2 Int.	1437122	27-Aug-2000
COLOR PLACE	Colombia	2 Int.	212012	27-Aug-1998
COLOR PLACE	Ecuador	2 Int.	9850-01	16-Feb-2000
COLOR PLACE	Germany	1, 2, 16 Int.	398 15 707	29-Jul-1998
COLOR PLACE	Mexico	2 Int.	495469	27-Jun-1995
COLORPLACE (+DESIGN)	Mexico	2 Int.	(927657)	(18-Apr-2008)
COLORPLACE (+DESIGN)	Mexico	2 Int.	(927656)	(18-Apr-2008)
COLOR PLACE	Peru	2 Int.	46178	28-May-1998
COLOR PLACE	UK	2 Int.	2213291	28-Apr-2000
COLOR PLACE	USA	2 Int.	1811371	14-Dec-1993
COLOR PLACE	Uruguay	2 Int.	302070	11-Jul-2001
COLOR PLACE	Venezuela	2 Int.	P211376	20-Apr-1999
COLOR PLACE PREMIUM	Mexico	2 Int.	787067	16-Apr-2003
COLOUR PLACE	Canada	2 Int.	716642	13-Jun-2008