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TO: BRIAN J. WINTERFELDT COMPANY: 1330 CONNECTICUT AVENUE, NW

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	Resubmission of New Assignment																						
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL.																						
CONVEYING PARTY DATA																							
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>AKZO NOBEL COATINGS INC.</td> <td></td> <td>03/05/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	AKZO NOBEL COATINGS INC.		03/05/2010	CORPORATION: DELAWARE												
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PROPERTY NUMBERS Total: 2																							
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CORRESPONDENCE DATA																							
Fax Number:	(202)429-3902																						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																							
Email:	charlie@steptoe.com																						
Correspondent Name:	Brian J. Winterfeldt																						
Address Line 1:	1330 Connecticut Avenue, NW																						
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036																						
ATTORNEY DOCKET NUMBER:	GROUPE DURIEU SA																						
DOMESTIC REPRESENTATIVE																							
Name:	Brian J. Winterfeldt																						
Address Line 1:	1330 Connecticut Avenue, NW																						
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036																						
NAME OF SUBMITTER:	Brian J. Winterfeldt																						

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TRADEMARK  
REEL: 004251 FRAME: 0642

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TO: BRIAN J. WINTERFELDT COMPANY; 1330 CONNECTICUT AVENUE, NW

Signature:	/Brian J. Winterfeldt/
Date:	07/23/2010
Total Attachments: 4 source=OWATROL and DEKS OLJE - Assignment from Akzo Nobel Coatings Inc. to Groupe Durieu SA#page1.tif source=OWATROL and DEKS OLJE - Assignment from Akzo Nobel Coatings Inc. to Groupe Durieu SA#page2.tif source=OWATROL and DEKS OLJE - Assignment from Akzo Nobel Coatings Inc. to Groupe Durieu SA#page3.tif source=OWATROL and DEKS OLJE - Assignment from Akzo Nobel Coatings Inc. to Groupe Durieu SA#page4.tif	

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TO: BRIAN J. WINTERFELDT COMPANY: 1330 CONNECTICUT AVENUE, NW

**THIS AGREEMENT** is dated 5 March 2010 and made

**BETWEEN:**

- (1) Akzo Nobel Coatings Inc, of 525 West Van Buren Street 60607-3623 Chicago, IL, USA (hereby jointly referred to as the "Assignor"); and
- (2) Groupe Durieu SA, (previously known as Rieu Investissements) a company incorporated in France and registered at the Nanterre Trade and Companies Registry under number 419281456 and having its registered office at 97 avenue Achille Peretti, 92200, Neully-sur-Seine, France. (the "Assignee").

**Background:**

- (A) Assignee and Akzo Nobel Coatings International BV entered into a Share Purchase Agreement dated 18 July 2008 (as amended by Amendment Letter of 30 September 2008) relating to the sale and purchase of the shares in Owatrol International, S.L. (the "SPA") and a Trade Mark and Know-How Licence Agreement dated 30 September 2008 relating i.a. to the licence of certain of Assignor's trade marks (the "Trade Mark and Know-How Licence Agreement").
- (B) In the context of that operation, the Assignor retained ownership of certain trade marks which the Assignee now wishes to acquire.
- (C) The registered proprietor of the Community Trade Mark SEASONITE as listed in schedule 1 is The Flood Company LLC which merged with Akzo Nobel Coatings Inc. on 1 January 2008.
- (D) Assignor is willing to assign the trade marks (as defined below) to Assignee, and Assignee is prepared to accept such assignments on the terms set out hereafter.

The parties agree that:

**1. Interpretation**

1.1 In this Agreement, the following expression shall have the following meaning:

**"Marks"** means the registered trade marks whose details appear in Schedule 1, including any goodwill, common law or rights which are connected with or attached to the same in accordance with the applicable other legislation in the relevant jurisdictions.

**2. Assignment**

2.1 Assignor assigns all its right, title and interest in the Marks to Assignee and free from Encumbrances, including, without limitation:

- (A) all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Marks which has occurred prior to the date of this Agreement;
- (B) all rights to claim priority from the Marks;
- (C) all rights to any extensions, renewals or amendments of the Marks to hold the same to Assignee, its successors and assigns absolutely.

**3. Consideration**

In consideration for the assignment in clause 2.1, Assignee pays to Assignor the sum of 1 (one) euro, receipt of which is acknowledged by the Assignor.

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*Handwritten initials/signature*

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**4. Representations and Warranties**

- 4.1 The Assignor represents and warrants to Assignee that accurate details of the Marks are set out in Schedule 1 to this Agreement.
- 4.2 The Assignor has legal and beneficial ownership of the Marks and has not granted any licence over them to any third party other than Owatrol International SL and Produit Durieu S.A. and has not pledged or given as guarantee the Marks.
- 4.3 So far as the Assignor is aware, the Marks are not subject to any form of challenge, attack or opposition proceedings by any third party nor have they been subject to such proceedings during the 12 month period prior to the date of the Agreement.
- 4.4 All renewal and applications fees in respect of the Marks due up to 31 December 2009 have been duly paid or will be duly paid by or on behalf of the Assignor.
- 4.5 So far as the Assignor is aware, the Marks do not infringe any third party rights and no third party infringes the Assignor's rights in the Marks.

**5. Further Assistance**

- 5.1 The Assignor shall, at the reasonable request and cost of the Assignee, execute any further documents that may be necessary to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder.
- 5.2 Assignor shall deliver up to the Assignee the following items, if available in Assignor's files:
- (D) originals of all registration certificates and renewal certificates for the Marks, and (where no registration has yet been granted) then the application receipts;
  - (E) originals (or, if not available, then copies) of all documents concerning all previous transfers of ownership of the Marks;
  - (F) originals of all registration and renewal certificates in relation to the United Kingdom trade mark registration n° 1354425 for the term SEASONITE which formed the basis of the seniority claim filed in respect of the CTM n° 813865 SEASONITE, and
  - (G) copies of all correspondence, evidence and legal advice which concerns any ongoing matters relating to the Marks.

**6. Amendment to the Trade Mark and Know-How Agreement**

- 6.1 In regard of the transfer hereunder of the Mark SEASONITE, Assignor and Assignee (as parties to the Trade Mark and Know-How Agreement) agree that as from 5 March 2010 the licence regarding the Mark SEASONITE in so far as specified in Schedule 1 to the Trade Mark and Know-How Agreement as a Community Trade Mark will be cancelled without any liability for any cost and expenses to either party.
- 6.2 Save as provided for in section 6.1 herein, all provisions of the Trade Mark and Know-How Licence Agreement shall remain in full force pursuant to their terms and conditions.

**7. Law and Jurisdiction**

- 7.1 This Agreement shall be governed by and construed in accordance with French law.

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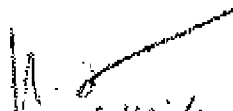
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7.2 In respect of any dispute or disagreement arising under or in connection with this Agreement, each of the parties shall submit to the exclusive jurisdiction of the Courts of Paris.


IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the date first before written.

Signed by  
[name of signatory]  
For and on behalf of  
Akzo Nobel Coatings Inc.

}   
} H. S. Heida  
}  
}

  
S.A. van der Meer  
Directeur

Signed by  
[name of signatory]  
For and on behalf of  
Groupe Durieu SA

}   
} Theodor DURIEU  
} Directeur Général  
}

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**SCHEDULE 1  
The Marks**

Trade mark	Country	Filing / Registration number	Date of filing / registration	Next renewal date	Classes	
SEASONITE	European Community	813865 813865	30 April 1996  18 November 1999	30 April 2018	02	
DEKS OLJE	Canada	440523 TMA250927	05 June 1978  02 October 1980	02 October 2010	Protective surface coat composition for wood namely, wood sealers and preservatives	
OWATROL	USA	0749681	21 May 1963		Protective Priming Coat Material, Additives for Paint, Lacquers, Varnishes (Int'l. Class No. 002)	
DEKS OLJE	USA	73/092955 1070053	02 July 1976  28 July 1977	28 July 2017	02	

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