

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Consortio Comex S.A. de C.V.		09/16/2013	CORPORATION: MEXICO
RECEIVING PARTY DATA			
Name:	Comex USA, Inc.		
Street Address:	101 W. Prospect Avenue		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115-1075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3924316	PAINTER'S DAY	
Registration Number:	4035869	SOLACE	
CORRESPONDENCE DATA			
Fax Number:	2165154400		
<i>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.</i>			
Phone:	2165662487		
Email:	legal_ip@sherwin.com		
Correspondent Name:	Vivien Y. Tsang, Reg. No. 40,209		
Address Line 1:	101 W. Prospect Avenue, Legal Dept.		
Address Line 2:	c/o The Sherwin-Williams Company		
Address Line 4:	Cleveland, OHIO 44115-1075		
ATTORNEY DOCKET NUMBER:	CONSORCIO COMEX ASSG		
NAME OF SUBMITTER:	Vivien Y. Tsang		
SIGNATURE:	/Vivien Y. Tsang/		
DATE SIGNED:	06/10/2014		
Total Attachments: 8			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Consortio Comex S.A. de C.V.)
Conveying Party,)
and)
Comex USA, Inc.)
Receiving Party.)

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
PO Box 1450
Alexandria, VA 22313-1450

**REQUEST FOR RECORDATION OF ASSIGNMENT
AND APPOINTMENT OF ATTORNEYS OF RECORD**

Dear Sir:

Enclosed please find a copy of an assignment document designated "TRADEMARK ASSIGNMENT AGREEMENT", dated September 16, 2013, in which the following U.S. trademark registrations were assigned from Consortio Comex S.A. de C.V. to Comex USA, Inc.:

<u>MARK</u>	<u>REG. NO.</u>
PAINTER'S DAY	3924316
SOLACE	4035869

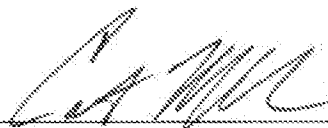
Comex USA, Inc., having a place of business at 101 W. Prospect Avenue, Cleveland, Ohio 44115-1075, respectfully requests that the attached assignment be made of record for the above-identified U.S. trademark registrations.

The undersigned, acting on behalf of Comex USA, Inc., hereby appoints ROBERT E. McDONALD, Reg. No. 29,193 and VIVIEN Y. TSANG, Reg. No. 40,209 and ARTHI K. TIREY, Reg. No. 50,960 and ERYN ACE FUHRER, Reg. No. 44,491 and DERON A. COOK, Reg. No. 52,767 and DANIEL ARI SHERWIN, Reg. No. 63,843, whose address is c/o The

Sherwin-Williams Company, 101 W. Prospect Avenue, 1100 Midland Bldg. -- Legal Dept.,
Cleveland, Ohio 44115-1075, and whose telephone number is (216) 566-2432 and whose email
address is legal_ip@sherwin.com, its attorney and associate attorneys, with full power of
substitution and revocation to transact all business in the Patent and Trademark Office in con-
nection therewith.

Respectfully submitted,

COMEX USA, INC.

By 
Catherine M. Kilbane
Vice President and Secretary

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (hereinafter this "Agreement") is made and entered into as of this 16th day of September, 2013 (hereinafter the "Effective Date") by and between CONSORCIO COMEX S.A. de C.V., a company organized under the laws of Mexico ("Assignor"), and COMEX USA, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are related parties to a certain Stock Purchase Agreement dated as of September 16, 2013 (the "Stock Purchase Agreement");

WHEREAS, it is a condition to the closing of the SPA that Assignor enters into this Agreement to transfer certain trademarks ("Trademarks") owned by Assignor in the U.S. and Canada ("Territory") that are listed in Schedule I hereto;

WHEREAS, Assignor has agreed to transfer, sell and assign to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith;

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein and in the Stock Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment of Trademarks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Trademarks set forth in Schedule I hereto, (ii) the registrations and applications for registrations thereof and (iii) the goodwill connected with the use thereof and symbolized thereby.

2. Rights and Privileges. Assignor agrees that all rights and privileges, including without limitation the right to sue for and receive all damages from future infringements of the Trademarks exclusively in the Territory, shall be held and enjoyed by Assignee and its successors and assigns.

3. Authorization. Assignor authorizes and requests the Commissioner of the United States Patent and Trademark Office, and any other official throughout the Territory whose duty is to register and record ownership in trademark applications and/or registrations for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the assigned Trademarks.

4. Relationship with the Stock Purchase Agreement. This Agreement is intended to evidence the consummation of the transactions contemplated by the Stock Purchase Agreement. This Agreement is made without representation or warranty except as provided in and by the Stock Purchase Agreement. This Agreement is in all respects subject to the provisions of the Stock Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Stock Purchase Agreement, except that the Schedules attached to this

Agreement shall take precedence over the annexes, exhibits and schedules to the Stock Purchase Agreement for purposes of this Agreement.

5. Further Assurances. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Schedule II. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Agreement in favor of Assignee to perfect Assignee's ownership of or title to the Assigned Intellectual Property, even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose at Assignee's cost.

6. Representations and Warranties. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Trademarks and, with the exception of the Trademarks defined in the SPA and to certain License Agreement, accurately represent all trademarks currently used in Assignor's business within the Territory;

(ii) all registrations for the Trademarks are currently valid and subsisting and in full force and effect;

(iii) Assignor has not licensed the Trademarks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Trademarks to any other person or entity;

(iv) there are no liens or security interests against the Trademarks;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Agreement and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

7. Successors. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of Mexico, without regard to principles of conflicts of laws. Any and all legal actions or proceedings related to the interpretation and satisfaction of any of the Parties of their obligations pursuant to this Agreement shall be brought in the competent courts sitting in Mexico City, Federal District, and each of the Parties hereby (i) accepts, unconditionally, to submit any dispute or controversy arising hereunder or in connection herewith, to the jurisdiction of the aforementioned courts; (b) submits itself to the jurisdiction of such court; and (iii) irrevocably waives any right to which it may be entitled to resort to any other venue due to its current or future domicile or for any other cause or reason.

[EXECUTION VERSION]

9. Counterparts. This Agreement may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

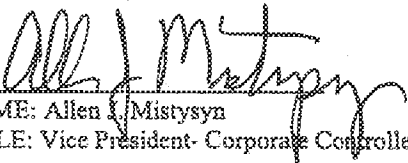
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[TRADEMARK ASSIGNMENT AGREEMENT dated September 16, 2013 signature page]

Conorcio Comex, S.A. de C.V.

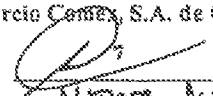
By: _____
Name: _____
Title: _____

Comex USA Inc.

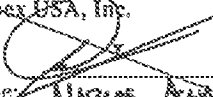
BY: 
NAME: Allen J. Mistysyn
TITLE: Vice President- Corporate Controller

[TRADEMARK ASSIGNMENT AGREEMENT dated September 16, 2013 signature page]

Consorcio Comex, S.A. de C.V.

By: 
Name: MARCO A. LEUY
Title: CEO

~~Comex USA, Inc.~~

~~By: 
Name: MARCO A. LEUY
Title: CEO~~

**SCHEDULE I
TRADEMARKS**

FLEX LOX SN:77-037243 RN:3,281,885
FRAZEE SN:74-548714 RN:2,014,724
MASON'S SELECT SN:75-719049 RN:2,574,175
PAINTER'S DAY SN:77-940864 RN:3,924,316
PAINTER'S DAY SN:77-940864 RN:3,924,316
SOLACE SN:85-042130 RN:4,035,889

CANADIAN TRADEMARK REGISTRATIONS

CLUB PRESTIGE AN:1475528 RN:780397
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