

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Century Industrial Coatings, Inc.		01/01/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Axalta Coating Systems IP Co. LLC		
Street Address:	Corporation Trust Center, 1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5194226	CENTURY	
Registration Number:	5189014	CENTURY ARCTICSET	
Registration Number:	5184281	CENTURY ECOEXTREME	
Registration Number:	5189004	CENTURY EXTREME	
Registration Number:	5240405	CENTURY INDUSTRIAL COATINGS	
Registration Number:	4624405	CENTURYGUARD	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<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:	202-625-3500		
Email:	kattendctm@kattenlaw.com		
Correspondent Name:	Michael Justus - Katten Muchin Rosenman		
Address Line 1:	2900 K Street, NW		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, D.C. 20007-5118		
NAME OF SUBMITTER:	Michael R. Justus		
SIGNATURE:	/Michael R. Justus/		
DATE SIGNED:	07/05/2018		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment") is dated and entered into effect as of January 1, 2018 (the "Effective Date"), by and between Century Industrial Coatings, Inc., a Texas corporation ("Assignor"), and Axalta Coating Systems IP Co. LLC, a Delaware limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, the Assignor entered into an *Intellectual Property Assignment Agreement* dated January 1, 2018 (the "IP Transfer Agreement"), by which Assignor assigned all of its right, title and interest in and to certain assets including the trademarks listed in Schedule A (the "Assigned Marks") to Assignee;

WHEREAS, the Parties wish to carry out the intent of the IP Transfer Agreement by execution of this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein; provided, however, that this Assignment shall not constitute an assignment to the extent that, if it were to sell, convey, assign or transfer an interest in and to the Assigned Marks, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.

2. Recordation. Assignor hereby authorizes and requests the applicable trademark office or other governmental entity or registrar, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks, and Assignor shall provide reasonable cooperation and assistance at Assignee's request to complete the recordation of this Assignment, including through country-specific assignment papers.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens of use, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein, including: (a) the preparation, prosecution, maintenance, renewal, licensing and assignment by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition, infringement or

other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Buyer, Assignor and/or Assignee or their respective affiliates under the IP Transfer Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.


6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in Philadelphia, Pennsylvania, USA.

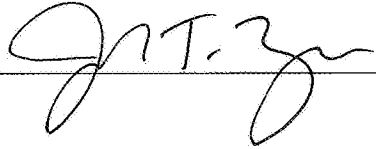
8. Counterparts. Both Parties represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a Party. This Assignment may be executed in electronically transmitted counterparts.

[signature page follows]

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

<u>ASSIGNOR</u>	<u>ASSIGNEE</u>
Century Industrial Coatings, Inc.	Axalta Coating Systems IP Co. LLC
By: 	By: _____
Name: Chris Roeland	Name: Jared T. Zane
Title: Chief Financial Officer	Title: Assistant Secretary

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

<u>ASSIGNOR</u>	<u>ASSIGNEE</u>
Century Industrial Coatings, Inc.	Axalta Coating Systems IP Co. LLC
By: _____	By:  _____
Name: Chris Roeland	Name: Jared T. Zane
Title: Chief Financial Officer	Title: Assistant Secretary

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

Country	Mark	Reg. No.	Reg. Date
United States	CENTURY	5194226	May 2, 2017
United States	CENTURY ARCTICSET	5189014	April 25, 2017
United States	CENTURY ECOEXTREME	5184281	April 18, 2017
United States	CENTURY EXTREME	5189004	April 25, 2017
United States	CENTURY INDUSTRIAL COATINGS	5240405	July 11, 2017
United States	CENTURYGUARD	4624405	October 21, 2014