

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
The Clorox Company	06/13/2011
RECEIVING PARTY DATA	
Name:	W.M. Barr & Company, Inc.
Street Address:	8000 Centerview Parkway
Internal Address:	Suite 400
City:	Memphis
State/Country:	TENNESSEE
Postal Code:	38018
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5567247
CORRESPONDENCE DATA	
Fax Number:	(901)577-0826
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	901-577-8132
Email:	jbaldridge@bakerdonelson.com
Correspondent Name:	Julie R. Baldridge
Address Line 1:	165 Madison Ave
Address Line 2:	Suite 2000
Address Line 4:	Memphis, TENNESSEE 38103
ATTORNEY DOCKET NUMBER:	2789074.000229
NAME OF SUBMITTER:	Julie R. Baldridge
Total Attachments: 3 source=int65#page1.tif source=int65#page2.tif source=int65#page3.tif	

OP \$40.00 5567247

ASSIGNMENT OF INVENTIONS AND PATENT RIGHTS

THIS ASSIGNMENT OF INVENTIONS AND PATENT RIGHTS (the "Agreement") is made effective as of this 13th day of June, 2011 (the "Effective Date") by and between The Clorox Company, a Delaware corporation of 1221 Broadway, Oakland, California (hereinafter the "Assignor") and W.M. Barr & Company, Inc., a Tennessee corporation of 8000 Centerview Parkway, Suite 400, Memphis, Tennessee (hereinafter "Barr").

RECITALS

WHEREAS, except for a non-exclusive license granted to Barr by Armor All Products Corporation (Assignor's predecessor in interest) on October 1, 1997, Assignor possesses sole and exclusive ownership of all right, title and interest in and to certain inventions and the patents showing, claiming, and describing those inventions entitled METHOD FOR CLEANING OUTDOOR SURFACES SUCH AS VINYL and METHOD FOR CLEANING OUTDOOR PAINTED/ARTIFICIALLY STAINED SURFACE of U.S. Patent No. 5,605,578 and U.S. Patent No. 5,567,247 (hereinafter "Patents");

WHEREAS, Assignor possesses all past, present, and future rights to sue for any infringement of the Patents and to recover any past, present, and future damages and be awarded any other relief for infringement of the Patents;

WHEREAS, Barr is desirous of acquiring all rights, title and interest in and to the Patents, all past, present, and future rights to sue for any infringement of the Patents, and to recover any past, present, and future damages and be awarded any other relief for past, present, or future acts of infringement of the Patents; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignment.

- (a) Assignor does hereby assign and sell to Barr, its successors and/or assigns, all rights, title and interest in and to the Patents for the territory of the United States of America and all countries foreign thereto, the same to be held and enjoyed by Barr, its successors and/or assigns, to the full end of the term or terms of any U.S. Letters Patent or foreign patents that may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor.
- (b) Assignor does hereby assign and sell to Barr all rights to sue for any past, present, and future infringement of the Patents, including any and all rights to any accrued, not yet accrued, present or future infringement cause of action, and the right to recover any past, present, and future damages and seek any other relief for past, present or future acts of infringement of the Patents.

2. **Consideration.**

In consideration for the rights granted herein, Barr agrees as follows:

- (a) Barr shall pay to Assignor a one-time payment of Twenty Thousand Dollars (US\$20,000.00). No other royalty payments or payments of any kind related to the Patents or this Agreement will be due to Assignor from Barr. Payment to be made within fifteen (15) days of this Agreement being executed by both parties.
- (b) Barr shall not make any claim against Assignor in contract, under intellectual property laws or other laws arising in relation to the Patents or arising in connection with Barr's exercise of the rights granted to it hereunder other than for any breach of this Agreement by Assignor.
- (c) Barr shall indemnify Assignor and hold Assignor harmless against all claims, demands, losses or costs (including reasonable legal costs and related business expenses) which Assignor may receive, suffer or incur arising out of or in connection with the Patents or Barr's exercise of the rights granted to the Patents hereunder.

3. **Warranty.** Assignor warrants and represents that it is the sole owner of the entire right, title and interest in and to the Patents, to all past, present, and future rights to sue for any infringement of the Patents, and the right to recover any past, present, or future damages and be awarded any other relief for infringement of the Patents; and Assignor warrants and represents that its rights in the Patents and rights to sue for infringement and to recover past, present, and future damages or be awarded other relief for infringement of its rights in the Patents are unencumbered; and Assignor warrants and represents that it has full right and authority to sell and convey all rights in the Patents, all rights to sue for any past, present, and future infringement and all rights to recover past, present, and future damages or be awarded other relief for infringement to Barr in accordance with this Agreement. In no event, shall Assignor's damages or liability for any claims, whether in contract, tort or any other theory of liability, arising from its obligations under this Agreement exceed the consideration paid by Barr in Section 2(a).

4. **Litigation Claims.** Barr shall have control of any lawsuits or disputes concerning the Patents (together "Claims") and Barr is entitled to retain all proceeds or other relief awarded as the result of such Claims. Assignor agrees to cooperate with the prosecution or defense of such Claims as reasonably requested by Barr. If Assignor is involved or named a party to a Claim, Assignor shall have the option, in its sole discretion, of participating directly, i.e. not through Barr, in such prosecution or defense of Claim. Assignor may, in its sole discretion, elect to use counsel appointed by Barr; but at all times Assignor reserves the right, in its sole discretion, to obtain counsel of its own choosing. Barr agrees to fully indemnify Assignor for its reasonable legal fees and business expenses incurred in connection with any Claims regardless of whether Assignor elects to use Barr counsel or selects separate counsel. If Barr becomes aware of any Claim involving or naming Assignor, Barr shall promptly provide Notice in writing to Assignor as provided for in Section 9 herein.

5. **Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its principles or conflicts of law. This Agreement may

be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile signatures shall have effect as if they were original signatures.

6. **Modification/Waiver.** No modification, amendment, supplement to or waiver of this Agreement, or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by an authorized representative of the party against whom enforcement of the modification is sought. A failure of either party to exercise any right provided for in this Agreement shall not be deemed to be a waiver of any right under this Agreement.

7. **Enforceability.** In the event any one or more of the provisions of this Agreement shall be decreed by a court of competent jurisdiction to be invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired and shall remain in full force and effect.

8. **Entire Understanding.** This Agreement sets forth the entire understanding of the parties and supersedes any other proposal, representation, or other communication relating to the subject matter hereof.

9. **Notices.** All notices under this Agreement shall be in writing and delivered to the addresses indicated below. Any subsequent address for Notice shall be changed in writing and with Notice given pursuant to this Section.

The Clorox Company
Attn: General Counsel
1221 Broadway
Oakland, CA 94612

W.M. Barr & Company, Inc.
Attn: General Counsel
8000 Centerview Parkway, Suite 400
Memphis, Tennessee 38018

IN WITNESS WHEREOF, the parties hereto have, on the Effective Date, caused this Agreement to be signed by Assignor and Barr by their duly authorized officers.

The Clorox Company
By: [Signature]
Name: Kevin J. [Signature]
Title: GP

W.M. Barr & Company, Inc.
By: [Signature]
Name: Rick L. Lewis
Title: President / CEO