

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6318577

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE SHERWIN-WILLIAMS MANUFACTURING COMPANY	02/27/2020
RECEIVING PARTY DATA		
Name:	SWIMC LLC	
Street Address:	101 PROSPECT AVE, NW	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44115-1075	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29726239
CORRESPONDENCE DATA		
Fax Number:	(216)592-5009	
<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:	2165925000	
Email:	patents@tuckerellis.com	
Correspondent Name:	PATRICK F. CLUNK/TUCKER ELLIS LLP	
Address Line 1:	950 MAIN AVE.	
Address Line 2:	SUITE 1100	
Address Line 4:	CLEVELAND, OHIO 44113	
ATTORNEY DOCKET NUMBER:	013721-000195	
NAME OF SUBMITTER:	PATRICK F. CLUNK	
SIGNATURE:	/PATRICK F. CLUNK/	
DATE SIGNED:	09/25/2020	
Total Attachments: 4		
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source=SW_Mfg-to-SWIMC#page2.tif		
source=SW_Mfg-to-SWIMC#page3.tif		
source=SW_Mfg-to-SWIMC#page4.tif		

INTELLECTUAL PROPERTY CONVEYANCE AGREEMENT

This Intellectual Property Conveyance Agreement (this "*Agreement*") is made and entered into by and among The Sherwin-Williams Manufacturing Company, an Ohio corporation ("*Sherwin-Williams MFG*") and SWIMC LLC, a Delaware limited liability company ("*SWIMC*"), effective as of January 1, 2018 ("*Effective Date*").

RECITALS:

WHEREAS, under Section 9(C) of the Manufacturing and Supply Agreement between Sherwin-Williams MFG and S-W Headquarters dated January 1, 2018 ("MFG & Supply Agreement"), Sherwin-Williams MFG has agreed to transfer all right, title and interest in and to its Intellectual Property to SWIMC, LLC;

WHEREAS Sherwin-Williams MFG acquired, by assignment, all right, title, and interest to including but not limited to the patents listed in Exhibit A to this Agreement, which is hereby incorporated herein as if fully set forth (the "*Intellectual Property*");

WHEREAS Sherwin-Williams MFG and SWIMC want to make clear that all rights to the Intellectual Property, including all rights to sue for past infringement and any damages arising therefrom, are conveyed to SWIMC, and the parties desire to undertake the transactions contemplated herein;

WHEREAS, pursuant to the MFG and Supply Agreement, Sherwin-Williams MFG desires to convey all of the Intellectual Property to SWIMC (such conveyance, "*Conveyance*");

WHEREAS, each party desires to evidence the Conveyance in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Conveyance. Effective as of 12:15 a.m. on the Effective Date, Sherwin-Williams MFG does hereby absolutely, irrevocably and unconditionally distribute, assign, transfer, contribute and convey to SWIMC all right title and interest in and to the Intellectual Property, including all goodwill associated with the Intellectual Property and all right, title, and interest in and to any and all causes of action relating to the Intellectual Property, including the right to sue for past infringement and/or misappropriation of the Intellectual Property and the right to recover for past infringement and/or misappropriation (including the right to recover past damages), and all payments for past, present, or future infringements and/or misappropriations, and SWIMC

accepts and assumes the Conveyance from Sherwin-Williams MFG from Sherwin-Williams MFG to SWIMC. Sherwin-Williams MFG grants all rights as fully and entirely as the same would have been held and enjoyed by Sherwin-Williams MFG had this conveyance not been made and Sherwin-Williams MFG does not retain any right to the Intellectual Property, including for example any right to any recoveries for past, present, or future infringement or to sue in its own name with regard to the Intellectual Property.

2. Further Assurances. From and after the Effective Date of this Agreement, the parties shall use their respective reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under any applicable law to consummate and make effective the provisions hereof as promptly as practicable, including the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement and to fully carry out the purposes of this Agreement.

3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without consideration of principles of conflicts or choice of laws.

4. Severability. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. Entire Agreement; Binding Upon Successors. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior contract, agreement or understanding, whether oral or in writing, which may have existed between the parties. This Agreement shall be binding upon all successors and assigns of the parties hereto.

6. Counterparts. This Agreement may be executed in one or more counterparts and in separate counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The signature pages may be delivered by facsimile transmission or electronic mail transmission.

7. Further Acts. Sherwin-Williams MFG hereby authorizes and request that the relevant administrative authority for the registration of patents issue and record the title of SWIMC as owner of all right, title, and interest in and to the Intellectual Property registrations and applications identified in Exhibit A, including all rights of action and damages for past infringement, together with all good will arising from the use of and symbolized by the Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Conveyance Agreement to be executed as of February 27, 2020.

**THE SHERWIN-WILLIAMS
MANUFACTURING COMPANY**

By: 

Name: Stephen J. Perisutti

Title: Vice President and Assistant Secretary

SWIMC LLC

By: 

Name: James C. Scott

Title: Associate General Counsel

[Signature Page to Intellectual Property Conveyance Agreement]

Exhibit A

Intellectual Property

Patents

<u>Patent Application No.</u>	<u>Title:</u>	<u>Filing Date:</u>
29/726,239	"Coating Material Container"	March 2, 2020