506484006 02/03/2021

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SEARS PETROLEUM & TRANSPORT CORPORATION	02/02/2021
SEARS ECOLOGICAL APPLICATIONS CO., LLC	02/02/2021

RECEIVING PARTY DATA

Name:	SEARS REALTY CO., INC.			
Street Address:	1914 BLACK RIVER BOULEVARD			
City:	ROME			
State/Country:	NEW YORK			
Postal Code:	13440			

PROPERTY NUMBERS Total: 1

Property Type	Number				
Patent Number:	8647532				

CORRESPONDENCE DATA

Fax Number: (315)425-2701

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.

Phone: 3154252700

Email: sspier@barclaydamon.com Correspondent Name: BARCLAY DAMON LLP Address Line 1: 125 E. JEFFERSON ST.

Address Line 4: SYRACUSE, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	3052682US03
NAME OF SUBMITTER:	STACEY SPIER
SIGNATURE:	/Stacey Spier/
DATE SIGNED:	02/03/2021

Total Attachments: 5

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> **PATENT** REEL: 055126 FRAME: 0073

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PATENT APPLICATION ASSIGNMENT

THIS PATENT APPLICATION ASSIGNMENT ("Assignment"), effective as of the latest signature date set forth below, is made by Sears Ecological Applications Co., LLC, a New York limited liability company and Sears Petroleum & Transport Corporation., a New York corporation both having their principal place of business at 1914 Black River Boulevard, Rome, New York 13440 ("Assignors") to and for the benefit of Sears Realty Co., Inc., a New York corporation having its principal place of business at 1914 Black River Boulevard, Rome, New York 13440 ("Assignee"), with reference to the following facts:

A. Assignor is the owner of the following issued patents:

U.S. Non Provisional Patent Application No. 13/487,915 filed on June 4, 2012 and issued as Patent No.: 8,647,532 on February 11, 2014 for "ANTICORROSIVE COMPOSITION," in the US Patent Office and filed in the US Patent Assignment Division as Reel 028312 and Frame 0767;

U.S. Non Provisional Patent Application No. 14/176,710 filed on February 10 2014 and issued as Patent No.: 8,951,442 on February 10, 2015 for "ANTICORROSIVE COMPOSITION," in the US Patent Office and filed in the US Patent Office -Assignment Division as Reel 033380 and Frame 0728; and

Canadian Application and Patent No. 2,725,367 filed on June 9, 2009, for "ANTICORROSIVE COMPOSITION" and issued on January 23, 2018 in the Canadian Patent Office;

together with the invention described therein and all patent rights therein (collectively, "Patent Assets").

- B. Assignor wishes to assign to Assignee, all right, title and interest in the Patent Assets.
 - C. Assignee wishes to acquire such right, title and interest.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey, and hereby set over unto Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the Patent Assets, all patent rights therein, all future patent applications therefore and all patents issuing therefrom in all countries and jurisdictions to the full end of the terms for which such patents may be granted, to be held, used and enjoyed by, and in the name of, Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, including, without limitation: (i) any and all improvements, betterments and modifications of the Patent Assets; (ii) any and all patent applications claiming priority to, or sharing a common priority application with, the application

for the Patent Assets; (iii) all patent applications related to the Patent Assets including, but not limited to, divisions, continuations, continuations-in-part, non-provisionals of provisionals, design patent applications claiming priority to non-provisionals, patents of addition, reissues, reexaminations, foreign counterparts and foreign equivalents thereof, substitutions of or for such applications, and all other patent applications which claim priority to such applications; (iv) all patents issuing or granting from the foregoing applications; (v) all foreign rights related thereto, including the right to make applications for patents for the Patent Assets in any and all foreign countries and the right to claim priority as to the filing dates of the foregoing applications under the International Convention, Patent Cooperation Treaty, European Patent Convention and any other international treaty; and (vi) all income, royalties, damages and payments related to the Patent Assets due or payable to Assignor as of the execution of this Assignment or thereafter, including, but not limited to, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent Assets described within the patent applications or patents assigned hereunder, together with the right to sue for, and collect the same.

Assignor hereby authorizes and requests the patent office of the country in which this Assignment is recorded to issue all patents issuing from such patent applications to Assignee or its successors or assigns.

Assignor hereby agrees to execute any papers, provide any information and testify in any derivation proceeding, interference or litigation at the request of Assignee, its successors, assigns and legal representatives, when deemed necessary for Assignee's, its successors', assigns' and legal representatives' full enjoyment, protection, enforcement and title in and to the Patent Assets, patent applications, issued patents and other rights hereby transferred.

Assignor furthermore agrees, upon request of Assignee, its successors, assigns or legal representatives, and without further remuneration, to execute any and all papers desired by Assignee, its successors, assigns and legal representatives, for the filing and granting of the applications and patents assigned hereunder and the perfecting of title thereto in Assignee, its successors, assigns and legal representatives.

In the event that, and only to the extent that: (i) any provision of this Assignment violates the applicable law of any country or jurisdiction in which this Assignment is recorded, registered or asserted for legal purposes; or (ii) any court of competent jurisdiction adjudges any provision of this Assignment to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this Assignment in such country or jurisdiction, but shall be confined in its operation to the specific provision of this Assignment which gave rise to such violation or judgment.

[Signature Page(s) Follow]

Assignor

Assignor:	SEARS ECOLOGICAL APPLICATIONS CO. LLC						
Signature:	<u> </u>				Date:	Q/2/2021	
Name:	Denn	is Violante					
Title:	Presid	lent		·			
Address:	1914	Black River F	Blvd., Rome, New	York 1344	40	***************************************	
						· · · · · · · · · · · · · · · · · · ·	
Witness or Notar		•					
Before me person	ıally ar	ppeared the pe	erson whose name	is subscrib	ed to the	foregoing	
assignment, and e	execute	ed the foregoing	ng assignment in n	ny presence	e for the	purpose contained	
therein, by signin	g his/h	er name heret	to.		,·		
Sign	ature:	Mac	pweld	Nogara.	Date:	2/2/2021	
1	Vame:	Traci	AWULL	- Nata	TRACIA	WELCH State of New York	
				Qualitie	d in Herkimer	County 0.1WE6152851	
Witness or Notari		-				es Sep 25. 20 22	
Before me person	ally ap	peared the pe	erson whose name	is subscrib	ed to the	foregoing	
assignment, and e	execute	d the foregoin	ng assignment in n	ny presence	for the	purpose contained	
therein, by signin	g his/h	er name heret	to.				
Sign	ature:				Date:		
·	vame:						

Co-Assignor

Assignor:	SEARS PETROLEUM & TRANSPORT CORPORATION							
Signature:		Gamp!				2/3/9/2/		
Name:	Denni	is Violante				and made and		
Title:	Vice I	Vice President						
Address:	1914]	Black River	Blvd., Rome, N	lew York 1344	10			
Witness or Notari		~			***************************************	***************************************		
Before me person	ıally ap	peared the p	person whose na	me is subscribe	ed to the	foregoing		
assignment, and e	execute	d the forego	ing assignment	in my presence	for the	purpose contained		
therein, by signin	g his/h	er name here	eto.			*		
Signature:		DUWL		Date:	2/2/2021			
Name: Travi A Welch			Not	TRACI A. WELCH Notary Public in the State of New York Qualified in Harkimer County 01 WE6152851				
My Commission Expires Sep. 25				pires Sep 25, 20 3 3 4 4 4 4				
Witness or Notari		="	•					
Before me personally appeared the person whose name is subscribed to the foregoing								
assignment, and executed the foregoing assignment in my presence for the purpose contained therein, by signing his/her name hereto.								
therein, by signing	g his/ne	er name here	ito.					
Signa	ature:				Date:			
N	lame:							

Assignee

For the purposes of fully effectuating the assignment provisions above, Assignee has signed this Assignment as follows:

Assignee:	SEARS REALTY CO., INC.									
Signature:	(Laster					Date:	4/2/2021			
Name:	Denn	Dennis Violante								
Title:	Vice	President								
Address:	1914	Black River B	Blvd., Rom	ne, New Yo	ork 1344	10				
Witness or Notarization: Before me personally appeared the person whose name is subscribed to the foregoing assignment, and executed the foregoing assignment in my presence for the purpose contained therein, by signing his/her name hereto.										
Signature:				UL		Date:	2/2/2021			
1	Vame:	Trag	AW	eld		COLSEY Public	CI A. WELCH			
<u></u>	Notary Public in the State of New York Gualified in Herkimer County 01WE6152851 My Commission Expires Sep. 25, 20									
Witness or Notarization: Before me personally appeared the person whose name is subscribed to the foregoing assignment, and executed the foregoing assignment in my presence for the purpose contained therein, by signing his/her name hereto.										
Sign	ature:					Date:				
1	Vame:									