

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7475093

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DIVERSEY CANADA, INC.	12/01/2021
RECEIVING PARTY DATA	
Name:	DIVERSEY, INC.
Street Address:	1300 ALTURA ROAD, SUITE 125
Internal Address:	PATENT DEPARTMENT
City:	FORT MILL
State/Country:	SOUTH CAROLINA
Postal Code:	29708
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10392408
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	patents@diversey.com
Correspondent Name:	DIVERSEY, INC.
Address Line 1:	1300 ALTURA ROAD, SUITE 125
Address Line 2:	PATENT DEPARTMENT
Address Line 4:	FORT MILL, SOUTH CAROLINA 29708
ATTORNEY DOCKET NUMBER:	DID-1068-US
NAME OF SUBMITTER:	BETH BARNHART
SIGNATURE:	/Beth Barnhart/
DATE SIGNED:	08/09/2022
Total Attachments: 4	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and entered into as of the 1st day of December, 2021 (the “**Effective Date**”) by and between Diversey Canada, Inc. (“**Assignor**”, whose full post office address is 6150 Kennedy Road, Unit 3, Mississauga, Ontario, Canada L5T 2J4) and Diversey, Inc. (“**Assignee**”, whose full post office address is 1300 Altura Road, Suite 125, Fort Mill, SC, United States of America 29708).

WHEREAS, pursuant to an asset and share purchase agreement made as of November 4, 2021 (the “**Transaction Agreement**”), Assignor acquired from Avmor Ltd. all of its right, title and interest in and to (i) certain intellectual property assets (the “**Purchased IP**”), including formulations, know-how, the patents listed in Schedule A (the “**Patents**”) and the trademarks listed in Schedule B (the “**Trademarks**”) and (ii) certain Health Canada authorizations, including the drug identification numbers listed in Schedule C (the “**Purchased DINs**”).

AND WHEREAS Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee and Assignee has agreed to purchase, acquire and accept from Assignor all of the Purchased IP, including all right, title and interest in and to the Patents and the Trademarks and the Purchased DINs.

AND WHEREAS pursuant to the Transaction Agreement, Assignor acquired from Avmor Ltd. all of its right, title and interest in additional Health Canada authorizations, including drug identification numbers and natural health product numbers which will not be used by either of the Assignor or the Assignee and therefore are not included in the Purchased DINs.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Purchased IP and Purchased DINs. Assignor hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Assignee, and Assignee does hereby purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in and to:

a. the Purchased IP, including:

(i) the Patents, the inventions described or claimed therein, and any and all continuations, continuations-in-part, divisions, renewals and substitutes for said patents and applications, and in, to and under any and all Letters Patent which may be granted on or as a result of the said applications and any issue or reissues or extensions or re-examinations of said Letters Patent, and

(ii) the Trademarks together with the goodwill of the business symbolized thereby and appurtenant thereto, and

the right to sue, counterclaim, and recover for future infringement of the rights assigned or to be assigned hereunder, and the right to claim such relief as is appropriate, the same to be held by the Assignee, its successors and assigns as fully and effectually as they would have been held by the Assignor had this sale, assignment and transfer not been made; and

b. the Purchased DINs.

2. Purchase Price. In consideration for the sale, assignment, transfer and conveyance of the Purchased IP and Purchased DINs hereunder, Assignee has paid \$700,000 CAD to Assignor.
3. Further Assurances. Assignor shall execute, acknowledge and deliver all such further documents and take all such further actions as may be reasonably required to protect, secure, vest, and record good title to the Purchased IP (including the Patents and the Trademarks) and the Purchased DINs in Assignee.
4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Delaware, USA (without giving reference to the principles of conflicts of law).
5. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall constitute one document. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first above written.

Diversey Canada, Inc.

By: Terilyn Dumas
Name: Terilyn Dumas
Title: Director

Agreed to and accepted:

Diversey, Inc.

By: 
Name: Andrew Aranda
Title: Vice President, Assistant Secretary

**SCHEDULE A
PATENTS**

U.S. Patents

	Patent	App. No.	Patent No.	Date of Patent
1.	Siloxane oligomers for the treatment of solid surfaces	16/018823	10,392,408	2019-08-27