

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STERIS Corporation		08/31/2016	Corporation: OHIO
STERIS, Inc.		08/31/2016	Corporation: DELAWARE
American Sterilizer Company		08/31/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	S.C. Johnson & Son, Inc.		
Street Address:	1525 Howe Street, M.S. 077		
City:	Racine		
State/Country:	WISCONSIN		
Postal Code:	53403-2236		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86301318	KINDEST KARE AIR-INFUSED	
CORRESPONDENCE DATA			
Fax Number:	4406841095		
<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:	440-684-1080		
Email:	MKUSNER@KUSNERJAFFE.COM, EMORLAN@KUSNERJAFFE.COM		
Correspondent Name:	MARK KUSNER / KUSNER & JAFFE		
Address Line 1:	6150 Parkland Boulevard, STE. 105		
Address Line 2:	PARAGON CENTER II		
Address Line 4:	Mayfield Heights, OHIO 44124		
NAME OF SUBMITTER:	MARK KUSNER		
SIGNATURE:	/mark kusner/		
DATE SIGNED:	11/16/2016		
Total Attachments: 6			
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (this “Assignment Agreement”) is duly made, executed and delivered as of August 31, 2016 (the “Effective Date”), by and among S. C. Johnson & Son, Inc., a Wisconsin corporation (“I.P. Buyer”) and STERIS Corporation, an Ohio corporation, STERIS, Inc., a Delaware corporation, and American Sterilizer Company, a Pennsylvania corporation (STERIS Corporation, STERIS, Inc. and American Sterilizer Company are each an “Assignor” and collectively the “Assignors”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated July 18, 2016 (as amended or otherwise modified from time to time, the “Purchase Agreement”), by and among I. P. Buyer, Deb USA, Inc., a Delaware corporation, and STERIS Corporation.

WHEREAS, pursuant to, and subject to the terms and conditions of, the Purchase Agreement, Assignors desire to sell, convey, transfer, deliver and assign to I.P. Buyer all Transferred Intellectual Property owned by, licensed to or used or held for use by each such Assignor and all goodwill associated therewith;

WHEREAS, pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

WHEREAS, each Assignor is willing to assign all rights it may have in and to all Transferred Intellectual Property owned by, licensed to, or used or held for use by such Assignor on the terms and subject to the conditions set forth in this Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor and I.P. Buyer agree as follows:

1. Assignment. Effective as of the Effective Date, each Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to I.P. Buyer, its successors and assigns, in perpetuity, all of such Assignor’s worldwide right, title and interest in and to all Transferred Intellectual Property owned by such Assignor or used or held for use by such Assignor in connection with the Business as of or at any time prior to the Effective Date, including without limitation, all worldwide: (a) patents, patents of addition, utility models, industrial design registrations and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing; (b) trademarks, service marks, certification marks, logos, trade dress, trade names, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, all registrations and applications for any of the foregoing and all goodwill associated with any of the foregoing; (c) works of authorship, copyrights, design rights, all registrations and applications for any of the foregoing and all moral rights associated therewith; (d) trade secrets, proprietary information and know-how, including all ideas, inventions, invention disclosures, inventors’ notes, discoveries, improvements, algorithms, software (in object code and source code form), databases, data collections, data, systems, systems architecture, technology, designs, drawings, photographs, images, prototypes, samples, methods, processes, manufacturing techniques, customer lists, vendor lists, financial information, and other similar information; (e) information technology systems; (f) all other similar rights of any kind or nature and all embodiments thereof, of the Business; and (g) all goodwill associated with any of the foregoing, including any goodwill associated with any customer or vendor (collectively, the “Assigned IP”). The Assigned IP includes, without limitation, the Transferred Intellectual Property identified in Exhibit A. This assignment includes, without limitation, all rights (i) to reproduce, distribute, broadcast, synchronize, publicly display, publicly perform, adapt, and prepare derivative works

based on the Assigned IP and to make, have made, use, market, offer for sale, sell, import, or otherwise make use of or commercially exploit the Assigned IP and any product or service based on or incorporating any portion of the Assigned IP (including all editions, revisions, supplements to, and versions of the Assigned IP, regardless of nature or state of development) throughout the world in any form or medium and (ii) to license or otherwise transfer to others the rights commensurate herewith in connection with the Assigned IP for the entire term of any copyright or other intellectual property right therein. Each Assignor further hereby sells, transfers, assigns, sets over and conveys to I.P. Buyer, its successors and assigns, all of such Assignor's right to file patent, copyright, trademark, domain name and social media applications in the United States and throughout the world for the Assigned IP in the name of I.P. Buyer, its successors and assigns. Each Assignor further hereby sells, transfers, assigns, sets over and conveys to I.P. Buyer, and I.P. Buyer's successors and assigns, all proceeds to infringement suits and suits for other violations of the Assigned IP, the right to sue for past, present and future infringements and other violations of, and all rights corresponding thereto throughout the world for, the Assigned IP.

2. Further Assurances. Each Assignor shall provide the I.P. Buyer, its successors and assigns with all such assistance as they may reasonably request to confirm or for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by I.P. Buyer to execute any further assignments or other documents or instruments necessary or desirable to confirm, record or otherwise carry out the purposes or intent of this Assignment Agreement. Each Assignor acknowledges and agrees that I.P. Buyer or any of its Affiliates may record and perfect this Assignment or such documentation in any jurisdiction throughout the world, and the Assignor shall reasonably cooperate therewith. Each Assignor will do all things reasonably necessary, proper or advisable to reasonably assist I.P. Buyer in transferring all domain names that are Assigned IP, including as applicable, placing each of the domain names in "unlocked" status and providing to I.P. Buyer the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of such Assignor's right, title and interest in the domain names to I.P. Buyer. The parties' costs and expenses in connection with activities under this Section 2 shall be allocated as set forth in Section 6.07 of the Purchase Agreement. Each Assignor shall not assert any right, title or interest in or to any of the Assigned IP and shall not use any of the Assigned IP except as may be expressly authorized by the I.P. Buyer in writing.

3. Controlling Law And Jurisdiction. This Assignment Agreement is governed by and will be construed in accordance with the laws of Delaware, applicable therein without giving effect to any choice of law or conflict of law provision or rule (whether Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdiction other than Delaware.

4. Entire Agreement; Amendment. This Assignment Agreement, together with its Exhibit A, the Purchase Agreement and the Ancillary Agreements, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all other understandings and agreements, either oral or written, between the parties hereto with respect to such subject matter. This Agreement may not be altered, amended or modified, except by written instrument signed by the parties hereto.

5. Non-Waiver of Rights. The failure of a party hereto to enforce any of the provisions of this Assignment Agreement or any rights with respect thereto or failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or elections or in any way affect the validity of this Assignment Agreement. In order to be enforceable, a waiver must be in writing and signed by the party against whom the waiver is to be enforced. The failure of any party to exercise any of said provisions, rights or elections shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections that it may have under this Assignment Agreement.

6. Headings. The headings and captions used in this Assignment Agreement are intended and shall for all purposes be deemed to be for convenience only and shall have no force or effect whatsoever in the interpretation of this Assignment Agreement.

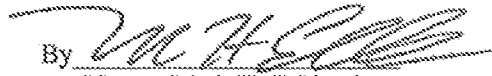
7. Counterparts. This Assignment Agreement may be executed in multiple counterparts (including facsimile or other electronically transmitted counterparts), each of which will be deemed an original, but all of which together shall constitute one agreement.

8. Invalid Provisions. If any term, provision, covenant or condition of this Assignment Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the parties desire the remainder of the provisions to remain in full force and effect and not to be affected, impaired or invalidated.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

S.C. JOHNSON & SON, INC.

By 

Name: Mark H. Eckhardt
Title: Executive Vice President
and Chief Financial Officer

STERIS CORPORATION

By _____

Name:
Title:

STERIS, INC.

By _____

Name:
Title:

AMERICAN STERILIZER COMPANY

By _____

Name:
Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005921 FRAME: 0336

IN WITNESS WHEREOF, Assignment Agreement has been signed on behalf of all of the parties hereto as of the date first written above.

S.C. JOHNSON & SON, INC.

By _____
Name: Mark H. Eckhardt
Title: Executive Vice President
and Chief Financial Officer

STERIS CORPORATION

By _____
Name: Michael J. Tolich
Title: SVP, CFO, & OPER.

STERIS, INC.

By _____
Name: Michael J. Tolich
Title: PRESIDENT

AMERICAN STERILIZER COMPANY

By _____
Name: Michael J. Tolich
Title: PRESIDENT

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005921 FRAME: 0337

Country	Mark App.No. / Reg. No.	Class	Filing Date	Reg. Date	Status	Record Owner
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****OTHER MARKS REDACTED****

United States	<u>KINDEST</u> <u>KARE AIR-</u> <u>INFUSED</u> SN: 86301318	5	June 5, 2014		Pending	STERIS Corporation
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****OTHER MARKS REDACTED****