

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Sherwin-Williams Headquarters Company		06/07/2018	Corporation:

RECEIVING PARTY DATA

Name:	The Sherwin-Williams Company
Street Address:	1001 West Broad Street, Suite 1330
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	Corporation: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3962191	SMART MARK

CORRESPONDENCE DATA

Fax Number: 3366077500

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: 3366077300

Email: kfrith@kilpatricktownsend.com

Correspondent Name: Laura C. Miller

Address Line 1: 1001 West Fourth Street

Address Line 4: Winston-Salem, NORTH CAROLINA 27101

NAME OF SUBMITTER:	Laura C. Miller
SIGNATURE:	/Laura C. Miller/
DATE SIGNED:	07/27/2018

Total Attachments: 13

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**INTELLECTUAL PROPERTY
CONTRIBUTION AND CONVEYANCE AGREEMENT**

This Intellectual Property Contribution and Conveyance Agreement (this "*Agreement*") is made and entered into by and among SWIMC LLC, a Delaware limited liability company ("*SWIMC*"), The Sherwin-Williams Headquarters Company, an Ohio corporation ("*S-W Headquarters*"), The Sherwin-Williams Company, an Ohio corporation ("*Sherwin-Williams*"), The Sherwin-Williams Manufacturing Company, an Ohio corporation ("*S-W Manufacturing*"), and Manchester Thermoplastics LLC, a Georgia limited liability company ("*Manchester Thermoplastics*"), effective as of June 7, 2018 ("*Effective Date*").

RECITALS:

WHEREAS, Ennis-Flint, Inc., a North Carolina corporation ("*Buyer*") and S-W Manufacturing intend to enter into a purchase agreement (the "*Purchase Agreement*"), relating to the sale, assignment, and transfer and conveyance of S-W Manufacturing's thermoplastics pavement markings business (the "*Thermoplastics Business*") to Buyer;

WHEREAS, in order to facilitate the transactions contemplated by the Purchase Agreement and to provide for clear transfer of the intellectual property that is primarily or exclusively used in the Thermoplastics Business, including but not limited to the intellectual property listed on Exhibit A attached to this Agreement, which is hereby incorporated herein as if fully set forth (the "*Intellectual Property*"), to Manchester Thermoplastics, the parties to this Agreement desire to undertake the transactions contemplated herein;

WHEREAS, SWIMC desires to distribute all of the Intellectual Property to S-W Headquarters (such distribution, "*Distribution One*") as a dividend from SWIMC to S-W Headquarters;

WHEREAS, after giving effect to Distribution One, S-W Headquarters desires to distribute all of the Intellectual Property to Sherwin-Williams (such distribution, "*Distribution Two*") as a dividend from S-W Headquarters to Sherwin-Williams;

WHEREAS, after giving effect to Distribution Two, Sherwin-Williams desires to contribute all of the Intellectual Property to S-W Manufacturing (such contribution, "*Contribution One*") as a capital contribution without the issuance of additional share of stock of S-W Manufacturing;

WHEREAS, after giving effect to Contribution One, S-W Manufacturing desires to contribute all of the Intellectual Property to Manchester Thermoplastics (such contribution, "*Contribution Two*", and collectively with Contribution One, the "*Contributions*") as a capital contribution without the issuance of additional share of stock of Manchester Thermoplastics;

WHEREAS, the parties hereto desire for the Contributions to be afforded non-recognition treatment for purposes of U.S. federal income tax under the Internal Revenue Code of 1986, as amended (the "*Code*"), Section 351, and the regulations promulgated thereunder; and

WHEREAS, each party desires to evidence the Distributions and the Contributions 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. Distribution One. Effective as of 12:01am EST on the Effective Date, SWIMC distributes, assigns, transfers and conveys all of the Intellectual Property to S-W Headquarters, and S-W Headquarters accepts and assumes Distribution One from SWIMC as a dividend from SWIMC to S-W Headquarters.

2. Distribution Two. Effective as of 12:02am EST on the Effective Date, S-W Headquarters distributes, assigns, transfers and conveys all of the Intellectual Property to Sherwin-Williams, and Sherwin-Williams accepts and assumes Distribution Two from S-W Headquarters as a dividend from S-W Headquarters to Sherwin-Williams.

3. Contribution One. Effective as of 12:03am EST on the Effective Date, Sherwin-Williams contributes, assigns, transfers and conveys all of the Intellectual Property to S-W Manufacturing, and S-W Manufacturing accepts and assumes Contribution One from Sherwin-Williams as a capital contribution without the issuance of additional shares of stock of S-W Manufacturing.

4. Contribution Two. Effective as of 12:04am EST on the Effective Date, S-W Manufacturing contributes, assigns, transfers and conveys all of the Intellectual Property to Manchester Thermoplastics, and Manchester Thermoplastics accepts and assumes Contribution Two from S-W Manufacturing as a capital contribution without the issuance of additional shares of stock of Manchester Thermoplastics.

5. 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.

6. 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.

7. 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.


8. 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.

9. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Contribution and Conveyance Agreement to be executed as of the Effective Date.

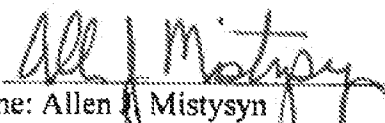
SWIMC LLC

By: 
Name: Allen J. Mistysyn
Title: Vice President & Treasurer

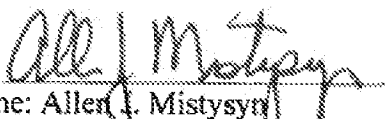
**THE SHERWIN-WILLIAMS
HEADQUARTERS COMPANY**

By: 
Name: Allen J. Mistysyn
Title: Vice President & Treasurer

THE SHERWIN-WILLIAMS COMPANY

By: 
Name: Allen J. Mistysyn
Title: Senior Vice President & CFO

**THE SHERWIN-WILLIAMS
MANUFACTURING COMPANY**

By: 
Name: Allen J. Mistysyn
Title: Vice President & Treasurer

MANCHESTER THERMOPLASTICS LLC

By: 
Name: Allen J. Mistysyn
Title: Vice President & Treasurer

Exhibit A

Intellectual Property

REDACTED



TRADEMARK

REEL: 006393 FRAME: 0525

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

(1) REGISTERED TRADEMARK

SMART MARK

United States

Registration No. 3962191

Registration Date: May 17, 2011

Serial No. 77547786

SWIMC LLC (last listed owner)

(4) COMMON LAW TRADEMARKS

SMARTMARK

SMART MELT

SMART SEAL

SOLAR SMART