

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492909

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stirling Lloyd Polychem Limited		09/07/2018	Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	GCP Applied Technologies Inc.		
Street Address:	62 WHITTEMORE AVENUE		
City:	CAMBRIDGE		
State/Country:	MASSACHUSETTS		
Postal Code:	02140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3078338	ELIMINATOR	
Registration Number:	3078339	INTEGRITANK	
Registration Number:	3648855	STIRLING LLOYD	
CORRESPONDENCE DATA			
Fax Number:	6175203155		
<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:	617-498-2695		
Email:	TRADEMARKS@GCPAT.COM		
Correspondent Name:	Eileen M. Sullivan		
Address Line 1:	GCP Applied Technologies Inc.		
Address Line 2:	Bldg. 23 - Legal Dept.		
Address Line 4:	Cambridge, MASSACHUSETTS 02140		
NAME OF SUBMITTER:	Eileen Sullivan		
SIGNATURE:	/eileen sullivan/		
DATE SIGNED:	10/05/2018		
Total Attachments: 3			
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Trademark Assignment

This Assignment is made by and between Stirling Lloyd Polychem Limited, a company incorporated in England and Wales ("ASSIGNOR") with an address at Union Bank, 127 King Street Knutsford, Cheshire, United Kingdom WA16 6EF, and GCP Applied Technologies Inc., a Delaware corporation ("ASSIGNEE") with an address at 62 Whittemore Avenue, Cambridge, Massachusetts 02140.

WHEREAS, Pursuant to the Asset Transfer Agreement dated November 3, 2017 between Stirling Lloyd Polychem Limited and GCP Applied Technologies (UK) Limited, both affiliates of Assignee, Assignor hereby agrees to transfer to Assignee all of Assignor's rights, title and interest in and to the trademarks and trademark applications set forth in Schedule A, together with the goodwill of the business with which the trademarks set forth in Schedule A are used; to the extent that Assignors individually and/or collectively have rights and title in and to the trademarks (referred to herein as the "Assigned IP"); and

WHEREAS, the Assignee hereby agrees to accept the rights, title and interest in and to the trademarks set forth in Schedule A, together with the goodwill of the business with which the global trademarks set forth in Schedule A are used or that Assignors may enjoy to the extent Assignors have a right of title in said trademarks.

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and agreements contained herein and intending to be legally bound, ASSIGNEE and ASSIGNOR agree as follows.

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which Assignors acknowledge, Assignors have sold, assigned and transferred, and set over, and do, by this Assignment, sell, assign, transfer, and set over unto Assignee, its successors, assigns, and legal representatives, her/his/their entire right, title and interest including the right to compromise, sue and collect damages for past and future infringement, as well as to collect royalties and claim a right of priority with respect to the Assigned IP (together with the goodwill of the business assets with which the global trademark includable as Assigned IP is used), and, the same to be held and enjoyed by Assignee, its assigns, successors, and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment and transfer not been made.

ASSIGNOR hereby assigns and transfers to ASSIGNEE its entire right, title, and interest in and to the Assigned IP, and, if applicable, including the right to compromise, sue and collect damages for past and future infringement, as well as collect royalties and claim right of priority with respect to the Assigned IP, subject to the satisfaction of any and all conditions, consents, registrations, and rights of first refusal required as a condition to such assignment and transfer, and upon such satisfaction to be held and enjoyed by ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had such assignment and transfer not been made.

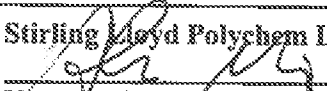
ASSIGNEE shall be solely responsible for the maintenance of the Assigned IP as of the effective date hereof and all expenses associated therewith, and may proceed in its sole discretion to maintain the Assigned IP.


ASSIGNEE shall be solely responsible for recording Assignee's right, title, and interest in the Assigned IP, and all expenses associated therewith, and may proceed in its sole discretion to record the Assigned IP in the name of ASSIGNEE or its designee.

All questions concerning the construction, validity and interpretation of this Assignment (and all appendices hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

The effective date of this Trademark Assignment is September 7, 2018.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have each caused this Assignment to be signed in its corporate name by its duly authorized officer.

Stirling Lloyd Polychem Limited

Name: Alexander Nielsen
Title: Director

GCP Applied Technologies Inc.

Name: John W. Kapples
Title: Vice President, General
Counsel & Secretary

Schedule A

Trademark	Country	App. Number	File Date	Reg. Number	Reg. Date	Status
BRIDGEMASTER	Canada	689430	09/06/1991	TMA436077	11/25/1994	Registered
ELIMINATOR	Canada	0689431	09/06/1991	TMA432645	09/02/1994	Registered
ESSELAC	Canada	1832324	04/12/2017			Pending
ELIMINATOR	China	1648024	03/03/1998	1648024	10/14/2001	Registered
STIRLING LLOYD	China	952985		952985		Registered
ARMAFLOOR	European Union	8367261	06/16/2009	8367261	01/12/2010	Registered
BRIDGEMASTER	European Union	3476223	10/30/2003	3476223	04/12/2005	Registered
DECSEAL	European Union	16478356	03/16/2017	16478356	09/11/2017	Registered
ELIMINATOR	European Union	3472933	10/30/2003	3472933	05/10/2005	Registered
ESSELAC	European Union	15950496	10/20/2016	15950496	02/07/2017	Registered
INTEGRITANK	European Union	3462091	10/29/2003	3462091	02/11/2005	Registered
METASET	European Union	16478398	03/16/2017	16478398	07/13/2017	Registered
MMA TECHNOLOGY (and Design)	European Union	2832855	08/29/2002	2832855	05/18/2004	Registered
PERMARE	European Union	16478448	03/16/2017	16478448	07/10/2017	Registered
SAFETRACK	European Union	3466448	10/29/2003	3466448	06/21/2007	Registered
SENTINEL	European Union	3676079	02/23/2004	3676079	10/06/2005	Registered
SL (Stylized)	European Union	15068364	02/02/2016	15068364	08/12/2016	Registered
STIRLING LLOYD	European Union	4635058	09/15/2005	4635058	07/26/2007	Registered
ELIMINATOR	Hong Kong	1991B1785		1991B1785	06/24/1989	Registered
ESSELAC	Hong Kong	304109175	04/13/2017	304109175	09/26/2017	Registered
ESSELAC	Int'l Registration	015950496	07/03/2017			Pending
STIRLING LLOYD	Int'l Registration			952985	06/26/2007	Registered
ELIMINATOR	Japan	2454276	09/30/1992	2454276	09/30/1992	Sterling Lloyd Polychem Limited スターリング ロイド ポ リケム リミテッド
ESSELAC	Qatar	113891	04/19/2017			Pending
ESSELAC	Qatar	113889	04/19/2017			Pending
ESSELAC	Qatar	113890	04/19/2017			Pending
ESSELAC	Saudi Arabia	1438019147	05/15/2017	1438019147	07/25/2017	Registered
ESSELAC	Saudi Arabia	1438019148	05/15/2017	1438019148	07/25/2017	Registered
ESSELAC	Saudi Arabia	1438019146	05/15/2017	1438019146	07/25/2017	Registered
ESSELAC	South Africa	2017/10360	04/12/2017			Pending
ESSELAC	South Africa	2017/10358	04/12/2017			Pending
ESSELAC	South Africa	2017/10359	04/12/2017			Pending
ELIMINATOR	South Korea	40-1998-0001564	01/21/1998	4004399980000	01/29/1999	Registered
ELIMINATOR	Taiwan	087003258	01/01/1998	00849449	05/01/1999	Registered
ESSELAC	Taiwan	106022734	04/19/2017			Pending
ESSELAC	United Arab Emirates	271860	04/20/2017			Pending
ESSELAC	United Arab Emirates	271861	04/20/2017			Pending
ESSELAC	United Arab Emirates	271859	04/20/2017			Pending
ARMAROOF	United Kingdom	2114655	11/02/1996	2114655	05/30/1997	Registered
DECSEAL	United Kingdom	2030432	08/12/1995	2030432	06/07/1996	Registered
DECSEAL	United Kingdom	3008361	06/03/2013	3008361	09/06/2013	Registered
ESSELINE	United Kingdom	2309493	08/31/2002	2309493	08/22/2003	Registered
METASET	United Kingdom	2030434	08/12/1995	2030434	09/20/1996	Registered
PERMARE	United Kingdom	2030441	08/12/1995	2030441	08/30/1996	Registered
ROOFMASTER	United Kingdom	2030443	08/12/1995	2030443	06/21/1996	Registered
ELIMINATOR	United States	76636587	04/20/2005	3078338	04/11/2006	Registered
INTEGRITANK	United States	76636588	04/20/2005	3078339	04/11/2006	Registered
STIRLING LLOYD	United States	78716504	09/20/2005	3648855	06/30/2009	Registered
ELIMINATOR	Vietnam	4200823642	11/04/2008	40146378000	05/12/2010	Registered

TRADEMARK

RECORDED: 10/05/2018

REEL: 006451 FRAME: 0040