

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567231

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ENTITY CONVERSION
RESUBMIT DOCUMENT ID:	900530573

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIROX HOLDINGS INC		12/17/2019	Corporation: CANADA
VIROX HOLDINGS INTERNATIONAL INC.		12/17/2019	Corporation: CANADA
VIROX TECHNOLOGIES INC.		12/17/2019	Corporation: CANADA
VIROX INTERNATIONAL INC.		12/17/2019	Corporation: BARBADOS

RECEIVING PARTY DATA

Name:	DIVERSEY US HOLDINGS, LLC
Street Address:	1300 Altura Road, Suite 125
City:	FORT MILL
State/Country:	SOUTH CAROLINA
Postal Code:	29708
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2566423	AHP
Registration Number:	2481382	ACCELERATED HYDROGEN PEROXIDE
Registration Number:	5179522	AHP
Registration Number:	5226168	ACCELERATED HYDROGEN PEROXIDE

CORRESPONDENCE DATA

Fax Number:

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: 9802213463
Email: trademarks@diversey.com
Correspondent Name: Brandie Farren Sullivan
Address Line 1: 1300 Altura Road, Suite 125
Address Line 4: FORT MILL, SOUTH CAROLINA 29708

NAME OF SUBMITTER:	Brandie Farren Sullivan
SIGNATURE:	/Brandie Farren Sullivan/

DATE SIGNED:	03/16/2020
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of December 17, 2019, is made by VIROX HOLDINGS INC., VIROX HOLDINGS INTERNATIONAL INC., and VIROX TECHNOLOGIES INC., each a corporation existing under the laws of the Province of Ontario, Canada, and VIROX INTERNATIONAL INC., a corporation existing under the laws of Barbados (collectively, the "**Vendors**"), in favor of DIVERSEY US HOLDINGS, LLC, ("**Diversey LLC**"), a Delaware limited liability company, the purchaser of certain assets of Vendors pursuant to a **PURCHASE AGREEMENT** between, among others, Diversey LLC and Vendors dated December 17, 2019 (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Vendors have conveyed, transferred, and assigned to Diversey LLC, among other assets, certain intellectual property of Vendors, and has agreed to execute and deliver this IP Assignment, for recording such ownership change with the corresponding entities or agencies in any applicable jurisdictions where acquired intellectual property rights are applied for, registered, or granted;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration exchanged under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Vendors hereby irrevocably convey, transfer, and assign to Diversey LLC, and Diversey LLC hereby accepts, all of Vendors' right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the issued patents and patent applications set forth on the individual country/jurisdiction Schedules listed in Exhibit 1 hereto and the inventions represented thereby, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, together with the right to claim priority in all foreign countries in accordance with international treaties and conventions, and all rights corresponding to said Patents in foreign countries throughout the world; (the "**Patents**");

(b) the trademark registrations, trademark applications, and common law trademarks set forth on the individual country/jurisdiction Schedules listed in Exhibit 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Vendors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief, including the right to sue for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Recordation and Further Actions. Vendors hereby authorize the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Diversey LLC. Following the date hereof, Vendors and its successors, assigns, and legal representatives shall take such steps and actions, and provide such cooperation and assistance to Diversey LLC and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Diversey LLC, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Vendors and Diversey LLC with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

Witness:

M. Harry
Martin Harry

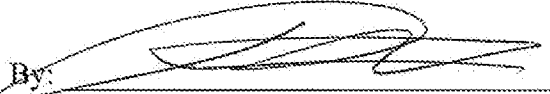
VIROX TECHNOLOGIES INC.

By: 
Name: Randy Pilon
Title: President/CEO

Witness:

M. Harry
Martin Harry

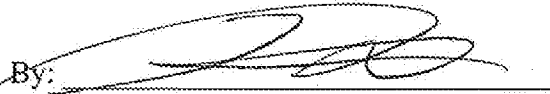
VIROX INTERNATIONAL INC.

By: 
Name: Randy Pilon
Title: President/CEO

Witness:

M. Harry
Martin Harry

VIROX HOLDINGS INC.

By: 
Name: Randy Pilon
Title: President/CEO

Witness:

M. Harry
Martin Harry

VIROX HOLDINGS INTERNATIONAL INC.

By: 
Name: Randy Pilon
Title: President/CEO

AGREED TO AND ACCEPTED:

DIVERSEY US HOLDINGS, LLC

By: _____
Name: Michael Chapman
Title: Director

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

VIROX TECHNOLOGIES INC.

Witness:

By: _____
Name: Randy Pilon
Title: President/CEO

VIROX INTERNATIONAL INC.

Witness:

By: _____
Name: Randy Pilon
Title: President/CEO

VIROX HOLDINGS INC.

Witness:

By: _____
Name: Randy Pilon
Title: President/CEO

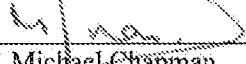
VIROX HOLDINGS INTERNATIONAL INC.

Witness:

By: _____
Name: Randy Pilon
Title: President/CEO

AGREED TO AND ACCEPTED:

DIVERSEY US HOLDINGS, LLC

By:  _____
Name: Michael Chapman
Title: Director



#00007

EXHIBIT 2

VIROX-DIVERSEY IP ASSIGNMENT

**ASSIGNED TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS, AND
COMMON LAW TRADEMARKS**

SCHEDULE 2 - USA

Country	Application Date	Text Descriptor	Trademark	Application Number	Registration Number	Registration Date
US	1999-06-16	AHP & SWOOSH DESIGN		75/729955	2566423	2002-05-07
US	1999-06-16	ACCELERATED HYDROGEN PEROXIDE & Swoosh Design		75/729956	2481382	2001-08-28
US	2016-04-19	AHP WORD MARK	AHP	87/006381	5179522	2017-04-11
US	2016-04-20	ACCELERATED HYDROGEN PEROXIDE WORD MARK	ACCELERATED HYDROGEN PEROXIDE	87/007326	5226168	2017-06-20