

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687260

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900648214		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tennant Coatings, Inc.		03/04/2021	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWIMC LLC		
<b>Street Address:</b>	101 W. Prospect Avenue		
<b>Internal Address:</b>	1100 Midland Building		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44115		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5062519	FLOROCK	
<b>Registration Number:</b>	3056312	ECO-ADVANTAGE	
<b>Registration Number:</b>	2135101	ECO-HPS	
<b>Registration Number:</b>	2943029	ECO-PJS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165154400		
<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>			
<b>Phone:</b>	216-566-1434		
<b>Email:</b>	legal_ip@sherwin.com		
<b>Correspondent Name:</b>	The Sherwin-Williams Company		
<b>Address Line 1:</b>	101 W. Prospect Avenue		
<b>Address Line 2:</b>	1100 Midland Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>ATTORNEY DOCKET NUMBER:</b>	22749		
<b>NAME OF SUBMITTER:</b>	Pamela Goforth		
<b>SIGNATURE:</b>	/Pamela Goforth/		
<b>DATE SIGNED:</b>	11/10/2021		

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”) is made and entered into by and among Tennant Coatings, Inc., a Minnesota corporation (“*Tennant Coatings*”) and SWIMC LLC, a Delaware limited liability company (“*SWIMC*”), effective as of the date of last signature below (“*Execution Date*”).

### RECITALS

WHEREAS Tennant Coatings owns all right, title, and interest to the trademarks listed in Exhibit A to this Agreement, which is hereby incorporated herein as if fully set forth (the “*Trademarks*”);

WHEREAS, Tennant Coatings desires to assign the Trademarks to SWIMC (the “*Assignment*”); and

WHEREAS, each party desires to evidence the Assignment 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. Assignment. Effective as of the Execution Date, Tennant Coatings does hereby absolutely, irrevocably and unconditionally distribute, assign, transfer, contribute and convey to SWIMC all right title and interest in and to the Trademarks, including all goodwill associated with the Trademarks and all right, title, and interest in and to any and all causes of action relating to the Trademarks, including the right to sue for past infringement and/or misappropriation of the Trademarks and the right to recover for past infringement and/or misappropriation (including the right to recover past damages), and all payments for past, present, or future infringements and/or misappropriations, and SWIMC accepts and assumes the Assignment from Tennant Coatings to SWIMC. Tennant Coatings grants all rights as fully and entirely as the same would have been held and enjoyed by Tennant Coatings had this assignment not been made and Tennant Coatings does not retain any right to the Trademarks, including for example any right to any recoveries for past, present, or future infringement or to sue in its own name with regard to the Trademarks.

2. Further Assurances. From and after the Execution 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.

3. 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.

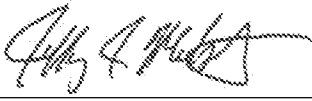
4. Severability. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. 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.

6. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be executed as of the date of last signature below.

**TENNANT COATINGS, INC.**

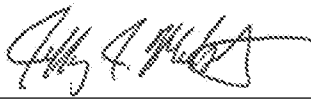
By: 

Name: Jeffrey J. Miklich

Title: Vice President & Assistant Treasurer

Execution Date: March 4, 2021

**SWIMC LLC**

By: 

Name: Jeffrey J. Miklich

Title: Vice President & Assistant Treasurer

Execution Date: March 4, 2021