

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shawmut Corporation		08/27/2022	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Shawmut LLC		
Street Address:	208 Manley Street		
City:	West Bridgewater		
State/Country:	MASSACHUSETTS		
Postal Code:	02379		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90606096	ADC THE PROTEX ALL-DAY-COMFORT SYSTEM	
Serial Number:	90506610		
Serial Number:	90506611	SHAWMUT ADVANCED MATERIALS	
Registration Number:	6708671	ADC THE PROTEX ALL-DAY-COMFORT SYSTEM	
Registration Number:	6708670	ADC THE PROTEX ALL-DAY-COMFORT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	6173109177		
<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:	6174392177		
Email:	rsanft@nutter.com		
Correspondent Name:	Patrick J. Concannon		
Address Line 1:	155 Seaport Boulevard		
Address Line 2:	Seaport West		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Patrick J. Concannon		
SIGNATURE:	/PJC/		
DATE SIGNED:	08/30/2022		
Total Attachments: 11			

OP \$140.00 90606096

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(TRADEMARKS)**

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (TRADEMARKS)** (this "**Agreement**") is made effective on the 27th day of August, 2022 (the "**Effective Date**"), by and between Shawmut LLC, a Delaware limited liability company ("**Assignee**"), and Shawmut Corporation ("**Assignor**"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated August 3, 2018 (the "**Contribution Agreement**"), pursuant to which Assignor has agreed to contribute, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to accept from Assignor, all intangible property included in the Contributed Shawmut Corporation Assets, including all of Assignor's right, title, and interest in, to, and under the trademarks set forth on Schedule 1 attached hereto (the "**Assigned Trademarks**");

WHEREAS, Assignee agrees to accept from Assignor the Assigned Trademarks;

WHEREAS, this Agreement is being delivered in connection with, and as contemplated by, the Contribution Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

1. Transfer and Assignment of Trademarks. Subject to the terms and conditions of the Contribution Agreement, effective as of the Closing, Assignor hereby irrevocably assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interests in, to, and under the Assigned Trademarks, together with (a) the goodwill associated therewith, (b) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements and misappropriations of the Assigned Trademarks, (c) all rights of action pertaining to the Assigned Trademarks, including, without limitation, all rights to sue and collect damages and payments for past, present, and future infringements and misappropriations thereof and the right to fully and entirely stand in the place of Assignor in all matters related thereto, (d) the right to apply for, make filings with respect to the Assigned Trademarks and maintain all registrations, applications and renewals thereof and (e) the right to file counterparts anywhere in the world to any of the Assigned Trademarks.

2. Ownership; No Challenge. Assignor hereby acknowledges and agrees that, from and after the Closing, Assignee shall be the exclusive proprietor and owner of all rights, title, and interests in and to the Assigned Trademarks. Assignor agrees that it will not at any time, directly or indirectly, challenge or assist any person or entity in challenging in any jurisdiction (a)

Assignee's rights, title, and interest in and to the Assigned Trademarks or (b) Assignee's right to use and control the Assigned Trademarks.

3. Further Assurances. Assignor agrees that from time to time, at the reasonable request of Assignee and at Assignee's sole expense, Assignor shall execute and deliver all documents, papers, forms, and authorizations as are legally or administratively necessary to secure, complete, and effectuate Assignor's assignment, transfer, and conveyance of the Assigned Trademarks and the transactions contemplated by this Assignment (including any lawful documentation to perfect and record the rights granted hereunder in the Assigned Trademarks in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee may perfect and record this Assignment or such other lawful documentation in any jurisdiction throughout the world, and that Assignor shall reasonably cooperate with Assignee's reasonable requests related thereto; provided, however, that Assignee shall bear the expenses associated with preparing any such lawful documents and the recordation of this Assignment and any other applicable lawful documents, in any country, including the expenses associated with obtaining any required Apostilles and/or certifications. Subject to the limitations set forth herein, Assignor hereby appoints Assignee as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments solely as necessary to perfect legal title in and to the Assigned Trademarks in Assignee's name in the United States Patent and Trademark Office and other trademark offices and intellectual property governmental offices in any jurisdiction throughout the world; provided, however, that Assignee shall only be entitled to exercise its rights under this power of attorney with respect to any of the foregoing actions to the extent that Assignor has failed to take such action at the request of Assignee and following ten (10) days prior written notice to Assignor of the exercise of such rights. This power of attorney shall be irrevocable.

4. Captions. The section and paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

5. Governing Law. THIS AGREEMENT (AND ANY CLAIMS, CAUSES OF ACTION OR DISPUTES THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THE TRANSACTIONS CONTEMPLATED HEREBY, TO THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF, OR TO THE INDUCEMENT OF ANY PARTY TO ENTER HEREIN, WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE AND WHETHER PREDICATED ON COMMON LAW, STATUTE, OR OTHERWISE) SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION).

6. Binding Effect; Parties in Interest; Assignment. This Agreement will inure to the benefit of and be binding upon Assignee and Assignor, and their respective legal representatives, successors, and assigns. Nothing in this Agreement is intended to confer, expressly or by implication, upon any other person any rights or remedies under

or by reason of this Agreement. No party to this Agreement may assign either this Agreement or any of its rights, interests, or obligations under this Agreement without the prior written approval of the other party, except that Assignee may assign any or all of Assignee's rights under this Agreement (including its indemnification rights), in whole or in part, without obtaining the consent or approval of Assignor or of any other person: (a) to any current or future parent, subsidiary, or other affiliate of Assignee; (b) to any entity into which Assignee may be merged or consolidated; (c) in connection with any acquisition, restructuring, merger, conversion, or consolidation to which Assignee may be a party; or (d) to Assignee's lenders as collateral security for obligations owed by Assignee to its lenders.

7. Terms of the Contribution Agreement. The terms of the Contribution Agreement will not be superseded but will remain in full force and effect to the full extent provided in the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this Agreement, the terms of the Contribution Agreement will govern.

8. Notice. Any and all notices or other communications required or permitted to be delivered under this Agreement will be delivered in the manner set forth in Section 8.02 of the Contribution Agreement.

9. Entire Agreement. This Agreement, together with the Contribution Agreement (and the Schedules and Exhibits to the Contribution Agreement) and other documents delivered or to be delivered pursuant to the Contribution Agreement, contain or will contain the entire agreement among the parties with respect to the transactions contemplated in this Agreement and supersede all previous oral and written agreements.

10. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11. Governing Law. This Agreement (and any claims, causes of action or disputes that may be based upon, arise out of or relate to the transactions contemplated hereby, to the negotiation, execution or performance hereof, or to the inducement of any party to enter herein, whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute, or otherwise) shall in all respects be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

12. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this Agreement may be instituted only in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matters is vested in the federal courts, in any federal court located in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

13. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.

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

15. Amendment. This Agreement may be amended, modified, or supplemented and any provision may be waived, only by written agreement of Assignor and Assignee.

16. Severability. If any clause, phrase, provision, or portion of this Agreement or the application of this Agreement to any person or circumstance is invalid or unenforceable under applicable law, such invalidity or unenforceability will not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision, or portion of this Agreement, nor will it affect the application of any clause, phrase, provision, or portion of this Agreement to other persons or circumstances.

THUS the Assigned Trademarks have become, as of the Closing, the absolute property of Assignee on a worldwide basis.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the days and years set forth below.

SHAWMUT CORPORATION

By: Giang Thi Huong Wyner

Giang T.H. Wyner

Manager

Title

08/27/2022

Date

SUFFOLK COUNTY, ss.

On this 27th day of August, 2022, before me, the undersigned notary public, personally appeared Giang Thi Huong Wyner, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Notary Public



My commission expires: 08/10/2025

Acknowledged

SHAWMUT LLC

By: Giang Thi Huong Wyner

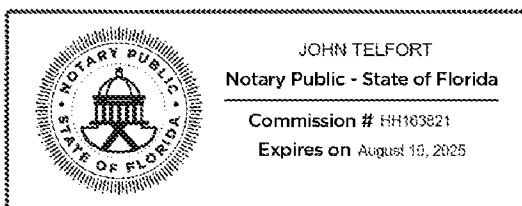
Giang T.H. Wyner

Manager

Title

08/27/2022

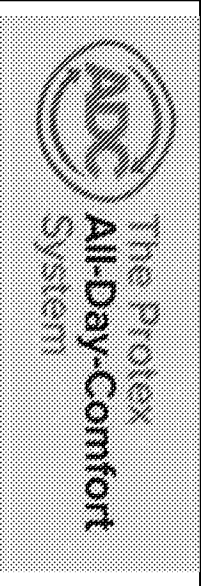
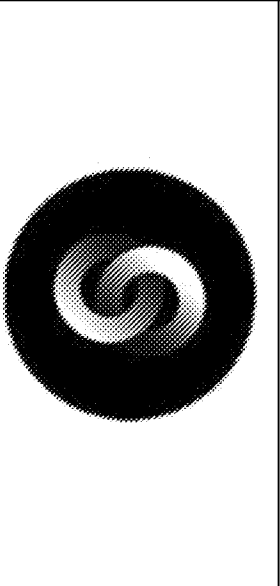
Date



TRADEMARK PORTFOLIO FOR
SHAWMUT CORPORATION

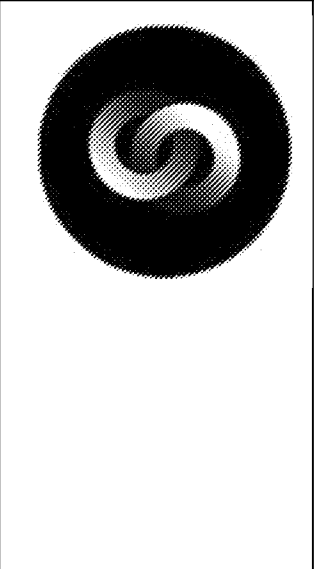
As of August 8, 2022

United States: Federal Trademark Records

Mark	App. No./Reg. No.	App. Date/Reg. Date	Class(es)	Owner of Record
	90606096	March 26, 2021	9 and 10	Shawmut Corporation
	90506610	February 3, 2021	9, 10, 12, 40,42	Shawmut Corporation
SHAWMUT ADVANCED MATERIALS	90506611	February 3, 2021	9, 10, 12, 40, 42	Shawmut Corporation
ADC THE PROTEX ALL-DAY-COMFORT SYSTEM	6708671	April 19, 2022	9, 10	Shawmut Corporation

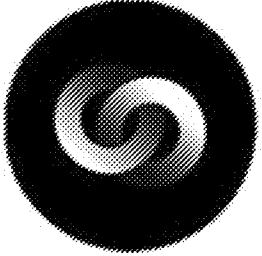
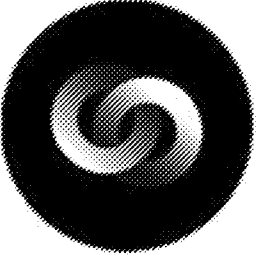
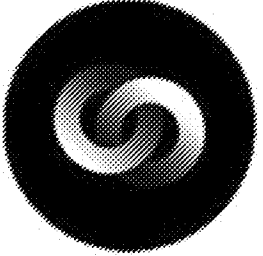
		6708670	April 19, 2022	9, 10	Shawmut Corporation
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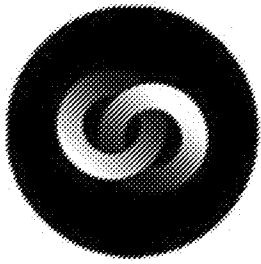
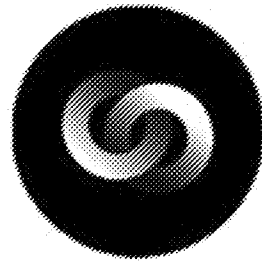
Canada Trademark Records

<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>App. Date/Reg. Date</u>	<u>Classes</u>	<u>Owner of Record</u>
SHAWMUT ADVANCED MATERIALS	2139920	2021-07-27	9, 10, 12, 40, 42	Shawmut Corporation
	2166962	2021-07-27	9, 10, 12, 40, 42	Shawmut Corporation

Mexico Trademark Records

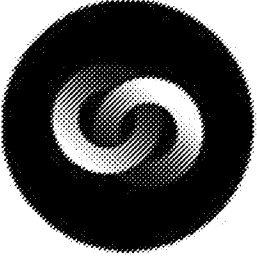
<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>App. Date/Reg Date</u>	<u>Class</u>	<u>Owner of Record</u>
SHAWMUT ADVANCED MATERIALS	2377992	03-AUG-2021	9	Shawmut Corporation
SHAWMUT ADVANCED MATERIALS	2377993	03-AUG-2021	10	Shawmut Corporation
SHAWMUT ADVANCED MATERIALS	2308057	03-AUG-2021	40	Shawmut Corporation
SHAWMUT ADVANCED MATERIALS	2325476	03-AUG-2021	42	Shawmut Corporation

	2308066	03-AUG-2021	40	Shawmut Corporation
	2378817	03-AUG-2021	10	Shawmut Corporation
	2378816	03-AUG-2021	9	Shawmut Corporation

	2591805 (2591805T)	03-AUG-2021	12	Shawmut Corporation
	2325477	03-AUG-2021	42	Shawmut Corporation

International Registrations

<u>Mark</u>	<u>App. No./Reg. No.</u>	<u>App. Date/Reg. Date</u>	<u>Class(es)</u>	<u>Owner of Record</u>
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SHAWMUT ADVANCED MATERIALS	1618665	07-27-2021	9,10,12,40,42	Shawmut Corporation (designated countries include: Canada, China, European Union, United Kingdom, Japan)
	1645522	07-27-2021	9,10,12,40,42	Shawmut Corporation (designated countries include: Canada, China, European Union, United Kingdom, Japan)

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