

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mrs. Melissa J. Yarur		04/05/2019	INDIVIDUAL: UNITED STATES
Mr. Afredo J. Yarur		04/05/2019	INDIVIDUAL: UNITED STATES
PEP Associates LLC		04/05/2019	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Sherwin-Williams Company		
Street Address:	101 W. Prospect Avenue		
Internal Address:	1100 Midland Building		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44115		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2668772	PEP	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	216-515-4404		
Email:	legal_ip@sherwin.com		
Correspondent Name:	Juliet P. Castrovinci		
Address Line 1:	101 W. Prospect Avenue		
Address Line 2:	1100 Midland Building		
Address Line 4:	Cleveland, OHIO 44115		
NAME OF SUBMITTER:	Juliet P. Castrovinci		
SIGNATURE:	/Juliet P. Castrovinci/		
DATE SIGNED:	01/03/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 5th day of April, 2019, by and among The Sherwin-Williams Company, a corporation organized under the laws of the State of Ohio ("Buyer"), PEP Associates LLC, a limited liability company organized under the laws of the State of North Carolina (together with all parent, subsidiaries, and affiliates, collectively, "Seller"), Alfredo J. Yarur ("Mr. Yarur") and Melissa Yarur ("Mrs. Yarur") (Mr. Yarur and Mrs. Yarur may individually hereinafter be referred to as a "Member" or collectively "Members").

WHEREAS, Seller is engaged in the business of developing and operating a paint estimating computer software platform for painting contractors (the "Business"); and

WHEREAS, Seller and Members have agreed to sell, transfer, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, under the terms of an Asset Purchase Agreement certain Purchased Assets as defined therein, including certain Intellectual Property as defined in the Asset Purchase Agreement, in accordance with the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder and the representations, warranties, conditions and covenants stated herein, and subject to the terms and conditions stated herein, Seller, each Member, and Buyer hereby agree as follows:

1. Assignment of Intellectual Property. Seller and Members hereby absolutely, irrevocably and unconditionally assign, transfer and convey, all of such right, title and interest in and to the Intellectual Property, and Buyer hereby accepts the Intellectual Property.
2. Additional Transfer Documents. Seller and Members shall provide Buyer with any further instruments or documents requested by Buyer, necessary or appropriate to effect and evidence the transfer of all right, title and interest in and to the Intellectual Property from the Seller and Members to Buyer. The parties agree that such further instruments or documents, if any, are deemed to be incorporated herein by reference herein and made a part of this Agreement.
3. Further Acts and Other Documents. The Seller and Members agree to perform any further acts, and to execute any and all other documents, which are, in the opinion of Buyer or its counsel, necessary or appropriate to carry out the terms and conditions of this Agreement to the fullest extent the Seller and Members may do so without violating or being in default under any applicable law or under any other agreement to which the Seller or Members are a party. Buyer agrees to perform any further acts, and to execute any and all other documents, instruments and notices which are necessary to carry out the terms and conditions of this Agreement to the fullest extent Buyer may do so without violating or being in default under any applicable law or under any other agreement to which Buyer is a party or to which Seller or Members in the capacity as a former owner of any of the Intellectual Property is a party. Seller and Members hereby authorize and request that the Commissioners of Copyrights, Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Seller and Members have registered intellectual property or have pending one or more

intellectual property applications relating to the Intellectual Property, to issue and to record the title of Buyer as owner of all right, title, and interest in and to the Intellectual Property registrations and applications, including but not limited to those identified in Exhibit A, together with all good will arising from the use of and symbolized by the Intellectual Property.

4. Representations and Warranties of the Seller and Members. Seller and Members do hereby represent and warrant to and covenant with Buyer that such Seller and Member has full right and authority to enter into and perform its obligations under this Agreement and that the Intellectual Property has not been previously conveyed, sold or transferred.

5. Representations and Warranties of Buyer. By executing the Acceptance of this Agreement, Buyer represents and warrants to and covenants with each Seller and Member that Buyer will take any and all actions necessary or appropriate to effectuate the assignment of the Intellectual Property from each Seller and Member to Buyer.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to the principles of conflict 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 ("e-mail") transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

PEP ASSOCIATES LLC

THE SHERWIN-WILLIAMS COMPANY

By: Alfredo J. Yarur

By: Keith C. Valore

Name: Alfredo J. Yarur

Name: Keith C. Valore

Title: Member

Title: Vice President, Controller

MEMBERS:

Alfredo J. Yarur
ALFREDO J. YARUR

Melissa Yarur
MELISSA YARUR

Exhibit A

Intellectual Property

Exhibit A

Trademarks

Trademark	Country	Reg. No.	Reg. Date
PEP (Stylized and/or with design)	United States of America	2668772	28-Aug-2019