

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787396

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900748943		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Sherwin-Williams Company		01/03/2023	Corporation: OHIO
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2668772	PEP	
<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>	216-515-4404		
<b>Email:</b>	legal_ip@sherwin.com		
<b>Correspondent Name:</b>	Juliet P. Castrovinci		
<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>	US22608A		
<b>NAME OF SUBMITTER:</b>	Juliet P. Castrovinci		
<b>SIGNATURE:</b>	/Juliet P. Castrovinci/		
<b>DATE SIGNED:</b>	02/16/2023		
<b>Total Attachments: 6</b>			
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**INTELLECTUAL PROPERTY  
CONVEYANCE AGREEMENT**

This Intellectual Property Conveyance Agreement (this "*Agreement*") is made and entered into by and among The Sherwin-Williams Company, an Ohio corporation ("*Sherwin-Williams*") and SWIMC LLC, a Delaware limited liability company ("*SWIMC*"), effective as of January 3, 2023.

**RECITALS:**

WHEREAS, under Section 9(C) of the Supply Agreement between Sherwin-Williams and The Sherwin-Williams Headquarters Company, an Ohio corporation ("S-W Headquarters") dated January 1, 2018 ("Supply Agreement"), Sherwin-Williams has agreed to transfer all right, title and interest in and to its Intellectual Property to SWIMC, LLC;

WHEREAS Sherwin-Williams acquired, by assignment, all right, title, and interest to including but not limited to the patents listed in Exhibit A to this Agreement, which is hereby incorporated herein as if fully set forth (the "*Intellectual Property*");

WHEREAS Sherwin-Williams and SWIMC want to make clear that all rights to the Intellectual Property, including all rights to sue for past infringement and any damages arising therefrom, are conveyed to SWIMC, and the parties desire to undertake the transactions contemplated herein;

WHEREAS, pursuant to the Supply Agreement Sherwin-Williams desires to convey all of the Intellectual Property to SWIMC (such conveyance, "*Conveyance*");

WHEREAS, each party desires to evidence the Conveyance 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. Conveyance. Effective as of January 3, 2023, Sherwin-Williams does hereby absolutely, irrevocably and unconditionally distribute, assign, transfer, contribute and convey to SWIMC all right title and interest in and to the Intellectual Property, including all goodwill associated with the Intellectual Property and all right, title, and interest in and to any and all causes of action relating to the Intellectual Property, including the right to sue for past infringement and/or misappropriation of the Intellectual Property 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 Conveyance from Sherwin-Williams from Sherwin-Williams to SWIMC. Sherwin-Williams grants all rights as fully and entirely as the same would have been held and enjoyed by Sherwin-Williams had this conveyance not been made and Sherwin-Williams does not retain any right to the Intellectual Property, 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 Intellectual Property.

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.

7. Further Acts. Sherwin-Williams hereby authorizes and request that the Commissioners of Patents of the European Patent Office to issue and record the title of SWIMC

as owner of all right, title, and interest in and to the Intellectual Property registrations and applications identified in Exhibit A, including all rights of action and damages for past infringement, together with all good will arising from the use of and symbolized by the Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Conveyance Agreement to be executed as of January 3, 2023.

**THE SHERWIN-WILLIAMS COMPANY**

By:   
Name: Jeffrey J. Miklich  
Title: Vice President & Treasurer

**SWIMC LLC**

By:   
Name: Jeffrey J. Miklich  
Title: Vice President & Assistant Treasurer

*[Signature Page to Intellectual Property Conveyance Agreement]*

Exhibit A

**Intellectual Property**

Exhibit A

**Trademarks**

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