

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM803160

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
4259190 Canada Inc., DBA AquaSurTech OEM		02/09/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Sherwin-Williams Company		
<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>	Corporation: OHIO		
<b>Name:</b>	Sherwin-Williams Canada Inc.		
<b>Street Address:</b>	180 Brunel Rd.		
<b>City:</b>	Mississauga		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4Z 1T5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97256653	TRUSTAIN	
<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>NAME OF SUBMITTER:</b>	Juliet P. Castrovinci		

OP \$40.00 97256653

<b>SIGNATURE:</b>	/Juliet P. Castrovinci/
<b>DATE SIGNED:</b>	04/14/2023
<b>Total Attachments: 7</b> source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page1.tif source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page2.tif source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page3.tif source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page4.tif source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page5.tif source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page6.tif source=R2D2 -Assignment_of_Intellectual_Property_(signed)#page7.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** effective as of February 9, 2022 (the "**Agreement**")

**BETWEEN:** **AZCOR INC.**, a corporation duly existing under the laws of the Province of Ontario,  
(hereinafter referred to as "**Azcor**")

**AND:** **4259190 CANADA INC.**, a corporation duly existing under the laws of Canada,  
(hereinafter referred to as "**425**")

**AND:** **AQUASURTECH US CORP.**, a corporation duly existing under the laws of Delaware,  
(hereinafter referred to as "**Aqua**", collectively with Azcor and 425, the "**Assignors**")

**AND:** **THE SHERWIN-WILLIAMS COMPANY**, a corporation duly existing under the laws of the State of Ohio,  
(hereinafter referred to as "**Sherwin US**")

**AND:** **SHERWIN-WILLIAMS CANADA INC.**, a corporation duly existing under the laws of Canada,  
(hereinafter referred to as "**Sherwin Canada**", collectively with Sherwin US, the "**Assignees**")

(the Assignors and the Assignees collectively the "**Parties**" and each a "**Party**")

**WHEREAS** the Assignors are the owners of the intellectual property set forth in Schedule "A" hereto (collectively, the "**Intellectual Property**");

**WHEREAS** the Assignees and the Assignors entered into an asset purchase agreement dated the date hereof (the "**Purchase Agreement**") pursuant to which the Assignees have agreed to purchase from the Assignors certain assets related to the Purchased Business (as defined therein) of the Assignor, upon the terms and conditions contained in the Purchase Agreement;

**WHEREAS** in connection with the Purchase Agreement, the Assignors wish to assign all of their right, title, and interest in the Intellectual Property to the Assignees;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1. Unless otherwise defined herein, all capitalized terms used in this Assignment Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

**ARTICLE 2**  
**ASSIGNMENT**

2. The Assignors hereby sell, assign, and transfer to the Assignees absolutely and forever, and the Assignees hereby accept such sale, assignment, and transfer, of the entire right, title and interest in and to the Intellectual Property, all as more fully set forth in Schedule "A", along with 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 but not limited to the right to bring all claims for past, present, and future infringement, misappropriation, passing off or other violation of the Intellectual Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, passing off or other violation as well as the right to grant releases for past infringements. The Intellectual Property is to be held and enjoyed by the Assignees, for their own use and benefit, and for their successors and assigns to the full end of the term for which such rights may exist in any country, as fully and entirely as the same would have been held by Assignors had this assignment not been made.
3. The Assignors hereby authorize the Assignees to request the relevant trademark offices to record the Assignees as the assignees and the owners of the Intellectual Property.
4. The Assignors hereby covenant and agree not to contest or oppose the validity of this sale, assignment and transfer nor the validity or ownership of the Assignees to any Intellectual Property described hereunder.
5. The Assignors hereby covenant and agree, without further payment to the Assignors, that the Assignors will communicate to the Assignees, their successors, legal representatives and assigns, any facts known to Assignors in respect of the Intellectual Property and will testify in any legal proceeding, sign all lawful papers, execute all continuing prosecution applications, make all rightful oaths, and generally do everything reasonably requested by the Assignees to aid the Assignees, their successors, legal representatives and assigns, to obtain and enforce proper trademark protection for the Intellectual Property.

**ARTICLE 3**  
**MISCELLANEOUS**

6. This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
7. Each of the Parties irrevocably and unconditionally (i) submits to the non exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.
8. This Agreement and the Purchase Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein or therein.
9. No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
10. This Agreement may not be assigned by the Assignors without the consent of the Assignees. The Assignees may assign and transfer their rights and obligations under this assignment agreement in whole or in part to any person, provided, however, that the Assignees shall notify the Assignors of any such assignment and shall remain solidarily liable with any such assignee for all of the obligations of the Assignees under this Agreement.
11. This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and their respective successors, heirs, executors, liquidators, administrators or other legal representatives and permitted assigns.
12. The Parties hereto agree that this Agreement shall not alter, modify, or amend in any way any of the terms or provisions of the Purchase Agreement, including the terms and provisions relating to representations and warranties, covenants, or indemnification. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement then, notwithstanding anything contained in this Agreement, the provisions contained

in the Purchase Agreement shall prevail to the extent of such conflict or inconsistency.

13. Each of the Parties hereto shall, at all times after the date hereof and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, as the expense of the requesting party, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.
14. This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

*[Remainder of page intentionally left blank; signature page follows.]*

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties as of the date first above written.

**AZCOR INC.**

by: \_\_\_\_\_  
Name: Rizaldy Del Rosario  
Vallesteros  
Title: Director, President,  
Secretary, Treasurer

**4259190 CANADA INC.**

by: \_\_\_\_\_  
Name: Michael Braeuel  
Title: Director, President,  
Secretary, Treasurer

**AQUASURTECH US CORP.**

by: \_\_\_\_\_  
Name: Michael Braeuel  
Title: President

**THE SHERWIN-WILLIAMS  
COMPANY**

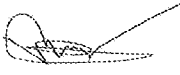
by: Jeffrey J. Miklich  
Name: Jeffrey J. Miklich  
Title: VP – Treasurer

**SHERWIN-WILLIAMS CANADA INC.**

by: Jeffrey J. Miklich  
Name: Jeffrey J. Miklich  
Title: Director

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

**AZCOR INC.**

by:   
Name: Rizaldy Del Rosario  
Vallesteros  
Title: Director, President,  
Secretary, Treasurer

**4259190 CANADA INC.**

by: *Michael Braeuel*  
Name: Michael Braeuel  
Title: Director, President,  
Secretary, Treasurer

**AQUASURTECH US CORP.**

by: *Michael Braeuel*  
Name: Michael Braeuel  
Title: President

**THE SHERWIN-WILLIAMS  
COMPANY**

by: \_\_\_\_\_  
Name: Jeffrey J. Miklich  
Title: VP -- Treasurer

**SHERWIN-WILLIAMS CANADA INC.**

by: \_\_\_\_\_  
Name: Jeffrey J. Miklich  
Title: Director



**SCHEDULE "A"**  
**INTELLECTUAL PROPERTY**

Trademark Applications/Registrations:

Mark	Country	Reg. No. (App. No)
TRUSTAIN	Canada	(2161535)
TRUSTAIN	U.S.	97256653
AQVINYLPREP	Canada	(2161536)
AQVINYLPREP	U.S.	97256505
 AquaSurTech	Canada	TMA478415
AQUASURTECH	U.S.	97256527