

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838638

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900798670		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Sherwin-Williams Company		12/01/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SWIMC LLC		
<b>Street Address:</b>	101 W. Prospect Ave		
<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: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3000306	ROOWOOD	
<b>Registration Number:</b>	4651357	SPECIALTY POLYMERS, INC. INNOVATIVE · RE	
<b>Registration Number:</b>	4680562	SPECIALTY POLYMERS, INC.	
<b>Registration Number:</b>	4680561	SPECIALTY POLYMERS, INC.	
<b>Registration Number:</b>	3414939	WOODSURE	
<b>Registration Number:</b>	2959180	ROOSUPERBOND	
<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>	216-515-5504		
<b>Email:</b>	Juliet.P.Castrovinci@sherwin.com		
<b>Correspondent Name:</b>	SWIMC LLC		
<b>Address Line 1:</b>	101 W. Prospect Ave		
<b>Address Line 4:</b>	Cleveland, OHIO 44115		
<b>ATTORNEY DOCKET NUMBER:</b>	22859		
<b>NAME OF SUBMITTER:</b>	Juliet P. Castrovinci		
<b>SIGNATURE:</b>	/Juliet P. Castrovinci/		

**DATE SIGNED:**

09/12/2023

**Total Attachments: 11**

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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 December 1, 2022 at 12:02am (“*Execution Date*”).

### 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 the Execution Date, 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 December 1, 2022 at 12:02am.

**THE SHERWIN-WILLIAMS COMPANY**

By: 

Name: Stephen J. Perisutti

Title: Vice President, Deputy General Counsel  
and Assistant Secretary

**SWIMC LLC**

By: 

Name: Lawrence J. Boron

Title: Vice President and Assistant Secretary

*[Signature Page to Intellectual Property Conveyance Agreement]*

Exhibit A

**Intellectual Property**

Trademark Name	Docket Number	Country Name	Sub Case	Application Number	Filing Date	Registration Number	Registration Date	Status	Next Renewal	Assignee	Atty	Division	Goods
A DIFFERENT KIND OF POLYMER COMPANY	22862	United States of America	A	86/963601	04-Apr-2016	5201409	09-May-2017	Abandoned	09-May-2027	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	42 Int. Scientific services and industrial analysis for others, namely, research and design in the field of water based polymeric binders used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts, packaging, textile, and paper coating markets, scientific services and industrial analysis for others, namely, research and design in the field of adhesives used in the packaging industries, manufacturing of adhesives used in the packaging industries

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**REEL: 008195 FRAME: 0543**

22863	United States of America	A	87/135993	11-Aug-2016	5165892	21-Mar-2017	Registered	21-Mar-2017	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based adhesives for use in furniture, cabinet, counter top, kitchen remodeling, plastic and wood fixtures and crafts and hobby industries
22864	United States of America	A	88/901807	05-May-2020			Allowed		Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Environmentally friendly water based, all-purpose adhesive for a multitude of industrial purposes such as gluing wood, wood composites, fabric, metal, stone, tile, paper, as well as melamine and vinyl overlaid surfaces to wood and wood composite substrates  16 Int. Paper and cardboard; printed matter; bookbinding material; photographs; stationery and office requisites, except furniture; adhesives for stationery or household purposes; artists' and drawing materials;

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RAYACE	22865	United States of America	A	86/308120	12-Jun-2014	4671530	13-Jan-2015	Registered	13-Jan-2025	Specialty Polymers, Inc.	JPC	Global Supply Chain-Engineering	paintbrushes, instructional and teaching materials; plastic sheets, films and bags for wrapping and packaging; printers' type, printing blocks.
RAYADD	22866	United States of America	A	86/435441	27-Oct-2014	4758652	16-Jun-2015	Registered	16-Jun-2025	Specialty Polymers, Inc.	JPC	Global Supply Chain-Engineering	01 Int. Chemical additives used to extend the working time in polymer-modified cement admixtures, thinsets, and grouts
RAYBOND	22867	United States of America	A	76/278199	21-Jun-2001	2852387	15-Jun-2004	Registered	15-Jun-2024	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	
RAYCAT	22868	United States of America	A	76/457398	10-Jul-2002	2771288	07-Oct-2003	Registered	07-Oct-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based polymeric binder used as a component in the manufacture of paper coatings used for digital printing

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RAYCORE	22869	United States of America	A	85/795022	05-Dec-2012	4445046	03-Dec-2013	Registered	01-Dec-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based polymeric binder used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets
RAYCRYL	22870	United States of America	A	76/278195	21-Jun-2001	2682639	04-Feb-2003	Registered	04-Feb-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based polymeric binder used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets
RAYFLEX	22871	United States of America	A	76/278194	21-Jun-2001	2685572	11-Feb-2003	Registered	11-Feb-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based polymeric binder used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets

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RAYKOTE	22872	United States of America	A	76/278196	21-Jun-2001	2685573	11-Feb-2003	Registered	11-Feb-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based polymeric binder used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets
RAYPLUS	22873	United States of America	A	86/672080	23-Jun-2015	4892875	26-Jan-2016	Registered	26-Jan-2026	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Acrylic core shell hybrid emulsion polymer designed specifically for wood, concrete and plastic substrates
RAYREZ	22874	United States of America	A	76/598125	18-Jun-2004	2984818	16-Aug-2005	Registered	16-Aug-2025	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. House mark for a line of water based polymeric binders used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets
RAYTECH	22875	United States of America	A	76/278197	21-Jun-2001	2682640	04-Feb-2003	Registered	04-Feb-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based polymeric binder used in the manufacture of coatings for the

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RAYVACE	22876	United States of America	A	76/278198	21-Jun-2001	2683574	11-Feb-2003	Registered	11-Feb-2023	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets 01 Int. Water based polymeric binder used in the manufacture of coatings for the architectural, roof tile, concrete, industrial wood, graphic arts and paper coating markets
ROO	22877	United States of America	A	86/964804	05-Apr-2016	5081682	15-Nov-2016	Registered	15-Nov-2026	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based adhesives for use in furniture, cabinet, countertop, kitchen remodeling, plastic and wood fixtures and crafts and hobby industries
ROO GLUE	22878	United States of America	A	86/112461	07-Nov-2013	4563236	08-Jul-2014	Registered	08-Jul-2024	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. House mark for water based adhesives for use in furniture, cabinet, counter top, kitchen remodeling, plastic and wood fixtures and crafts and hobby industries

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ROO GLUE	22879	United States of America	A	76/218580	05-Mar-2001	2888124	28-Sep-2004	Registered	28-Sep-2024	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. House mark for water based adhesives for use in furniture, cabinet, counter top, kitchen remodeling, plastic and wood fixtures and crafts and hobby industries
ROO GLUE	22880	United States of America	A	86/799089	26-Oct-2015	5006334	26-Jul-2016	Registered	26-Jul-2026	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. House mark for water based adhesives for use in furniture, cabinet, countertop, kitchen remodeling, plastic and wood fixtures and crafts and hobby industries
ROO PRODUCTS, INC.	22881	United States of America	A	86/811427	06-Nov-2015	5098654	13-Dec-2016	Registered	13-Dec-2026	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. House mark for water based adhesives for use in furniture, cabinet, countertop, kitchen remodeling, plastic and wood fixtures and crafts and hobby industries
OOCLEAR	22882	United States of America	A	76/606127	06-Aug-2004	3000305	27-Sep-2005	Registered	27-Sep-2025	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based, all-purpose adhesive ideal for a multitude of purposes such as gluing wood, wood composites, fabric, metal, stone, tile, paper as well as

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ROOCLEAR (+DESIGN)	22883	United States of America	A	76/218576	05-Mar-2001	2634393	15-Oct-2002	Abandoned	15-Oct-2022	Specialty Polymers, Inc.	JPC	Global Supply Chain - Polymers	01 Int. Water based, all-purpose adhesive ideal for a multitude of purposes such as gluing wood, wood composites, fabric, metal, stone, tile, paper as well as melamine and vinyl overlaid surfaces to wood and wood composite substrates
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