

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversey Canada, Inc.		12/01/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Diversey, Inc.		
Street Address:	1300 Altura Road, Suite 125		
City:	Fort Mill		
State/Country:	SOUTH CAROLINA		
Postal Code:	29708		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	74439367	AVMOR	
Serial Number:	85798846	LET'S CLEAN POWERED BY: AVMOR	
Serial Number:	85798815	AVMOR NANOMOR	
Serial Number:	87491179	AVMOR SANIMOR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4803855069		
Email:	solenistrademark@lkglobal.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	7501 East McCormick Parkway Suite 105 So		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Brandie F. Sullivan		
SIGNATURE:	/Brandie F. Sullivan/		
DATE SIGNED:	10/05/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and entered into as of the 1st day of December, 2021 (the “Effective Date”) by and between Diversey Canada, Inc. (“Assignor”, whose full post office address is 6150 Kennedy Road, Unit 3, Mississauga, Ontario, Canada L5T 2J4) and Diversey, Inc. (“Assignee”, whose full post office address is 1300 Altura Road, Suite 125, Fort Mill, SC, United States of America 29708).

WHEREAS, pursuant to an asset and share purchase agreement made as of November 4, 2021 (the “Transaction Agreement”), Assignor acquired from Avmor Ltd. all of its right, title and interest in and to (i) certain intellectual property assets (the “Purchased IP”), including formulations, know-how, the patents listed in Schedule A (the “Patents”) and the trademarks listed in Schedule B (the “Trademarks”) and (ii) certain Health Canada authorizations, including the drug identification numbers listed in Schedule C (the “Purchased DINs”).

AND WHEREAS Assignor has agreed to sell, assign, transfer, deliver and convey to Assignee and Assignee has agreed to purchase, acquire and accept from Assignor all of the Purchased IP, including all right, title and interest in and to the Patents and the Trademarks and the Purchased DINs.

AND WHEREAS pursuant to the Transaction Agreement, Assignor acquired from Avmor Ltd. all of its right, title and interest in additional Health Canada authorizations, including drug identification numbers and natural health product numbers which will not be used by either of the Assignor or the Assignee and therefore are not included in the Purchased DINs.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Purchased IP and Purchased DINs. Assignor hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Assignee, and Assignee does hereby purchase, acquire and accept from Assignor, all of Assignor’s right, title and interest in and to:

a. the Purchased IP, including:

(i) the Patents, the inventions described or claimed therein, and any and all continuations, continuations-in-part, divisions, renewals and substitutes for said patents and applications, and in, to and under any and all Letters Patent which may be granted on or as a result of the said applications and any issue or reissues or extensions or re-examinations of said Letters Patent, and

(ii) the Trademarks together with the goodwill of the business symbolized thereby and appurtenant thereto, and

the right to sue, counterclaim, and recover for future infringement of the rights assigned or to be assigned hereunder, and the right to claim such relief as is appropriate, the same to be held by the Assignee, its successors and assigns as fully and effectually as they would have been held by the Assignor had this sale, assignment and transfer not been made; and

b. the Purchased DINs.

2. Purchase Price. In consideration for the sale, assignment, transfer and conveyance of the Purchased IP and Purchased DINs hereunder, Assignee has paid \$700,000 CAD to Assignor.

3. Further Assurances. Assignor shall execute, acknowledge and deliver all such further documents and take all such further actions as may be reasonably required to protect, secure, vest, and record good title to the Purchased IP (including the Patents and the Trademarks) and the Purchased DINs in Assignee.

4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Delaware, USA (without giving reference to the principles of conflicts of law).

5. Counterparts. This Agreement may be executed in counterparts, all of which, taken together, shall constitute one document. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[Signature page follows]

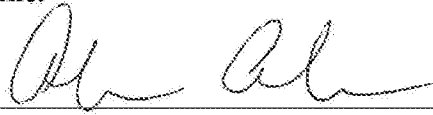
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first above written.

Diversey Canada, Inc.

By: Terilyn Dumas
Name: Terilyn Dumas
Title: Director

Agreed to and accepted:

Diversey, Inc.

By: 
Name: Andrew Aranda
Title: Vice President, Assistant Secretary

**SCHEDULE A
PATENTS**




U.S. Patents

	Patent	App. No.	Patent No.	Date of Patent
1.	Siloxane oligomers for the treatment of solid surfaces	16/018823	10,392,408	2019-08-27


**SCHEDULE B
TRADEMARKS**

1. Trademarks (Canada)

	Trademark	Application No.	Registration No.	Registration Date
1.	AVMOR	0228406	TMA103317	1956-05-18
2.	DRIPMATIC	0272884	TMA132479	1963-08-30
3.	A-707	0308579	TMA165943	1969-10-31
4.	LEMINEE	0323519	TMA168951	1970-05-08
5.	TORPEDO	0339992	TMA180729	1972-01-14
6.	BALANCE	0347672	TMA187352	1972-12-15
7.	ZONOMATIC	0387684	TMA213950	1976-05-21
8.	TIGER	0396765	TMA219996	1977-04-07
9.	BACTOL	0409180	TMA227229	1978-04-14
10.	MACHO	0449051	TMA248513	1980-07-25
11.	BAN-O	0500736	TMA286089	1983-12-23
12.	1-SHOT	0503221	TMA323885	1987-02-20
13.	BIOMAXX	0629069	TMA376124	1990-11-23
14.	NORCHEM	0683473	TMA402406	1992-09-04
15.	VIPER & DESIGN 	0711565	TMA420372	1993-12-03
16.	V-MET	0767603	TMA452893	1996-01-19
17.	ROSE NET	0767604	TMA451612	1995-12-08
18.	SANI+ DESIGN 	0768325	TMA472685	1997-03-14

	Trademark	Application No.	Registration No.	Registration Date
19.	BASIX	0800513	TMA481266	1997-08-22
20.	CHEF	0853057	TMA498785	1998-08-17
21.	AQUAMOR	0867734	TMA505656	1998-12-17
22.	AV-MIXX	1184175	TMA625560	2004-11-16
23.	ECOPURE	1368916	TMA725212	2008-10-02
24.	KLEEN CANADA	1434323	TMA779401	2010-10-07
25.	AVMOR CLEAN FOR HEALTH	1507348	TMA850600	2013-05-10
26.	AVMOR NANOMOR	1600394	TMA908715	2015-07-16
27.	LET'S CLEAN POWERED BY AVMOR & Design 	1605111	TMA908714	2015-07-16
28.	NETTOYONS ENSEMBLE OPTIMISÉ PAR AVMOR & Design 	1605112	TMA909860	2015-07-30
29.	AVMOR SANIMOR	1821337	TMA998806	2018-06-12
30.	ERADIK8 & Dessin 	2014590	-	2020-02-27 (filing date)

2. Trademarks (United States)

	Trademark	Serial No.	Registration No.	Registration Date
1.	AVMOR	74439367	1941981	1995-12-19
2.	LET'S CLEAN POWERED BY: AVMOR 	85798846	5070842	2016-11-01
3.	AVMOR NANOMOR	85798815	5207019	2017-05-23
4.	AVMOR SANIMOR	87491179	5630444	2018-12-18

3. Trademarks (International)

	Trademark	Office	Serial No.	Registration No.	Registration Date
1.	AVMOR	MX	1302849 (1202849T)	1400155	September 26, 2013

**SCHEDULE C
PURCHASED DINS**

DIN	PRODUCT
02340305	EP50 AV-MIXX NETTOYANT DÉSINFECTANT/EP50 AV-MIXX CLEANER DISINFECTANT
02340321	EP50 ECOPURE
02271753	EP66 ECOPURE
02509997	ERADIK8 RTU ALL PURPOSE DISINFECTANT CLEANER AND SANITIZER
00581372	PTM DISINFECTANT CREAM CLEANSER
02293315	SANI STUFF DESINFECTANT ET ASSAINISSEUR SANS RINCAGE/SANI STUFF DISINFECTANT AND NO RINSE SANITIZER