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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Lord Techmark, Inc. 2-13 02

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: December 6, 2001

## 2. Name and address of receiving party(ies)

Name: Henkel KGaA

Internal

Address: \_\_\_\_\_

Street Address: Henkelstrasse 67

City: Duesseldorf State: Germany Zip: D-40191

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other Partnership limited by shares

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☒ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1139330

Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christel Emerson

Internal Address: Henkel Corporation

Law Department/Trademarks

The Triad, Suite 200

Street Address: 2200 Renaissance Boulevard

City: Gulph Mills State: PA Zip: 19406

## 6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

08-1662

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christel Emerson

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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TRADEMARK  
 REEL: 002458 FRAME: 0405

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Henkel KGaA

Mark: TYCEL

Registration No.: 1,139,330

DESIGNATION OF DOMESTIC REPRESENTATIVE

To the Commissioner for Trademarks:

Henkel KGaA, a partnership limited by shares, organized and existing under the laws of the Federal Republic of Germany, having an office at Henkelstrasse 67, Duesseldorf, D-40191, Federal Republic of Germany, hereby appoints Christel Emerson, whose postal address is Henkel Corporation, The Triad, Suite 200, 2200 Renaissance Boulevard, Gulph Mills, Pennsylvania 19406, its representative upon whom notice or process in proceedings affecting the mark may be served.

HENKEL KGaA

By: Bernhard Carlos Jäcker

Title: Trademark Manager

By: Andrea Majewski

Title: Trademark Paralegal

7 February, 2002

## TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT entered into this 6<sup>th</sup> day of December, 2001, by and between LORD CORPORATION, a successor in interest to Lord Ventures Inc., a wholly owned subsidiary of Lord Corporation, by reason of a merger of Lord Ventures Inc. into Lord Corporation, and LORD TECHMARK, INC., a wholly owned subsidiary of Lord Corporation, ("Lord") and HENKEL KGaA, the ultimate parent of Henkel Laminating Adhesives Inc. ("Henkel").

WITNESSETH THAT:

WHEREAS, Lord and Henkel Laminating Adhesives Inc. ("HLA") entered into a Joint Venture and Partnership Agreement dated as of December 23, 1992 ("Partnership Agreement") related to Liofol Company ("Liofol");

WHEREAS, Lord is the owner of certain trademarks together with all registrations therefore;

WHEREAS, Lord and Liofol entered into a License Agreement dated January 1, 1993 (as amended), wherein Lord licensed to Liofol the right to use the trademark "TYCEL" (the "Mark"), as set forth on Attached Schedule "A", on licensed products;

WHEREAS, pursuant to the Partnership Agreement, HLA exercised its option to purchase Lord's partnership interest in Liofol effective December 28, 2001;

WHEREAS, Henkel is desirous of acquiring any and all right, title and interest that Lord has in and to the Mark and the registrations therefor, together with the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof and Lord is desirous of assigning same.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Lord does hereby assign unto Henkel all right, title and interest in and to the Mark and the registrations therefore for the United States and throughout the world together with the good will of the business in connection with which the Mark is used and which is symbolized by the Mark, along with the right to recover for damages and profits for past infringements thereof and such assignment shall be effective as of December 28, 2001.
2. Henkel hereby accepts the assignment described in Paragraph 1.

3. Lord agrees to execute and deliver at the request of Henkel, all papers, instruments and assignments, and to perform any other reasonable acts that Henkel may require in order to vest all Lord's rights, title, and interest in and to the Mark in Henkel.
4. Lord and its affiliates agree not to use and/or register any trademarks or other marks or logos which are confusingly similar to those assigned herein.
5. This Agreement shall be construed in accordance with the laws of the State of North Carolina.
6. This Agreement shall bind the parties, their successors and assigns, but this Agreement may not be assigned, divided or transferred to any third party without the prior written consent of the other party, except to a successor in interest by acquisition or merger. Nothing contained herein shall preclude or restrict the assignment of the Mark by Henkel.

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

LORD CORPORATION

By: [Signature]

Title: Vice President

Date: Dec 6, 2001

LORD TECHMARK, INC.

By: James W. Wight

Title: President

Date: 12/6/01

HENKEL KGaA

By: Jean FAYOLLE

Title: Vice President Henkel  
Adhesives

Date: 6.12.01

[Signature]

## SCHEDULE "A"

### REGISTERED TRADEMARK "TYCEL"

#### Owned by Lord Corporation

<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
Australia	A420987	January 18, 1985
Brazil	811550346	February 2, 1988
Canada	305199	July 26, 1985
Chile	247979	August 3, 1981
China	535293	November 30, 1990
Colombia	166406	September 16, 1994
Germany	1083634	October 29, 1985
Mexico	356497	August 15, 1988
New Zealand	158191	April 24, 1985
South Africa	81/1100	February 18, 1981
Taiwan	283771	May 16, 1985
United Kingdom	1218131	May 4, 1984
Uruguay	268134	March 6, 1996

#### Owned by Lord Techmark, Inc.

<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
USA	1139330	September 9, 1980