

03-12-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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

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

1. Name of conveying party(ies):

Liofol Company

- ☐ 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 Corporation

Internal

Address: The Triad, Suite 200

Street Address: 2200 Renaissance Boulevard

City: Gulph Mills State: PA Zip: 19406

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ OtherIf 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)

76/289487, 76/289488

B. Trademark Registration No.(s)

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: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

☐ 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: 5

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

03/11/2002 GTON11 00000255 081662 76289487

01 FC:481
02 FC:48240.00 CH
25.00 CHTRADEMARK
REEL: 002458 FRAME: 0410

TRADEMARK/SERVICEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT entered into this 6th 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 ("Lord") and HENKEL LAMINATING ADHESIVES INC., an affiliate of Henkel Corporation ("HLA") and HENKEL CORPORATION ("Henkel").

WITNESSETH THAT:

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

WHEREAS, Liofol has used and is the owner of certain trademarks and servicemarks and has filed applications for certain trademarks and servicemarks, as set forth on the attached Schedule "A" ("Marks");

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

WHEREAS, Henkel is desirous of acquiring any and all right, title and interest that Lord and HLA have in and to the Marks and the applications for registration therefor, together with the good will of the business in connection with which the Marks are used and which are symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof and Lord and HLA are 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 and HLA do hereby assign unto Henkel all right, title and interest in and to the Marks and the applications for registration therefor for the United States together with the good will of the business in connection with which the Marks are used and which is symbolized by the Marks, 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 and HLA agree 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 of Lord's and HLA's rights, title, and interest in and to the Marks in Henkel.

4. Lord and HLA 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 Marks 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: David S. Lewis
Title: Vice President
Date: Dec 6, 2001

HENKEL LAMINATING
ADHESIVES INC.

By: K. P. Rie
Title: Senior V.P.
Date: Dec 6, 2001

HENKEL CORPORATION

By: K. P. Rie
Title: Senior VP
Date: Dec 6, 2001

SCHEDULE "A"

TRADEMARK/SERVICEMARK

A. TRADEMARK: "WE'RE STICKLERS FOR SERVICE"

<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
USA	76/289487	July 24, 2001

B. TRADEMARK: "GLUE CREW"

<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
USA	76/289488	July 24, 2001

C. SERVICEMARK: "GLUE CREW"

<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>
USA	75/682065 (Abandoned)	April 12, 1999

And any common law trademarks, if any, used by Liofol Company.