

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovations In Plastic, Inc.		07/12/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	SABIC Innovative Plastics US LLC		
Street Address:	One Plastics Avenue		
City:	Pittsfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1172565	INNOVATIONS IN PLASTIC	
CORRESPONDENCE DATA			
Fax Number:	(212)425-5288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-425-7200		
Email:	tmdocketny@kenyon.com		
Correspondent Name:	James E. Rosini, Esq.		
Address Line 1:	One Broadway		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	James E. Rosini, Esq.		
Signature:	/James E. Rosini/		
Date:	07/16/2007		

Total Attachments: 3
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TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 12th day of July, 2007, by Innovations In Plastic, Inc. a corporation, duly organized under the laws of Ohio, with an address of 1643 Eddy Road, East Cleveland, Ohio 44122 ("Assignor") and SABIC Innovative Plastics US LLC, a limited liability corporation duly organized under the laws of Delaware having a place of business at One Plastics Avenue, Pittsfield, Massachusetts 01201 ("Assignee"). Assignor and Assignee are collectively referred to hereinafter as the "Parties".

WHEREAS, the INNOVATIONS IN PLASTIC name and mark was first used by Assignor at least as early as December 13, 1972, as indicated in United States Trademark Registration No. 1,172,565 (the "Registration"); and

WHEREAS, Assignor currently uses the INNOVATIONS IN PLASTIC name and mark on or in connection with providing custom manufacture of plastic products for others, including all goods and services currently set forth on Assignor's website located at innovationsinplastics.com; and

WHEREAS, Assignor is the owner of common law rights and federal trademark rights in and to the INNOVATIONS IN PLASTIC name and mark, including without limitation, ownership of U.S. Trademark Registration No. 1,172,565 for INNOVATIONS IN PLASTIC (collectively, all rights to the name, mark, and Registration, including all goodwill associated therewith, and any and all foreign rights, are hereinafter referred to as the "Mark").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Transfer of all rights in the Mark to Assignee/Cooperation. Assignor hereby sells, transfers, conveys, and assigns to Assignee the entire right, title and interest in and to the Mark together with the goodwill of the business appurtenant thereto and symbolized thereby, to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had such assignment not been made. In any proceeding involving the Mark, Assignor agrees to fully cooperate with Assignee to defend and/or prosecute Assignee's rights relating to the Mark, at Assignee's expense, including, for example, requests for information and documentation in connection therewith.

2. Representations and Warranties.

A. Assignor represents, warrants and covenants that (i) Assignor is the sole legal and equitable owner of all right, title and interest in and to the Mark and has full right, power and authority to enter into this Assignment and to convey the Mark to Assignee; (ii) all elements of the Mark are valid, subsisting, and in full force and effect; (iii) Assignor has never granted and will not in the future grant any rights to any third parties that would violate, conflict with or be inconsistent with any term or provision of this Assignment; (iv) to the best of Assignor's knowledge, neither the Mark nor Assignor's uses thereof, violates any rights of any kind or

nature whatsoever of any third party, including without limitation any trademark rights and trade dress rights; (v) the Mark has been used continuously on and in connection with the goods and services described above since on or about December 13, 1972; (vi) the Mark has not been abandoned; (vii) the Mark is free and clear of all security interests, liens, claims and encumbrances of any kind and nature, and the rights in the Mark are fully assignable to any person or entity, without payment to or consent of any other person or entity, or other condition or restriction; and (viii) there exist no outstanding licenses, sublicenses or permissions granted by Assignor (or its designees, predecessors or affiliates) to use the Mark.

B. Assignor further represents and warrants that it (or any of its affiliates or subsidiaries) has not filed and agrees that it shall not file any trademark application for the INNOVATIONS IN PLASTIC name and mark, or any designation, name or mark that includes the term "INNOVATE," "INNOVATIONS," "INNOVATIVE," and/or "PLASTIC" or any other any designation, name or mark that is confusingly similar to INNOVATIONS IN PLASTIC (whether in block form, stylized, pluralized, or in connection with a logo design or any other additional words) anywhere throughout the world, other than the application that is now the Registration.

3. **Further Assurances.** Assignor shall promptly execute and deliver any and all further instruments, and perform any and all other actions, as may reasonably be necessary or appropriate, in Assignee's reasonable judgment, to carry out more effectively the intent and purposes of this Agreement.

4. **Authorization and Binding Effect.** Assignor represents and warrants that the person executing this Agreement on behalf of Assignor is duly authorized to do so; that such person's signature is binding upon Assignor; that such person is of legal age and is legally competent to execute this Agreement; and that this Agreement, when executed and delivered on behalf of Assignor, shall constitute a legal, valid and binding obligation enforceable against Assignor in accordance with its terms.

5. **Invalidity/Modification/Waiver.** If any provision or clause of this Agreement or the application thereof to either party is determined to be invalid by a court of competent jurisdiction, then such provision shall be severed herefrom, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect. No provisions of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing and signed by the Parties. No waiver by any party at any time of any breach, or compliance with any condition or provisions shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.


6. **Confidentiality.** The Parties agree that the amount of consideration paid by Assignee in connection with this Agreement shall be deemed confidential by the Parties and shall not be publicized or otherwise disclosed by Assignor to any third party, except (i) with the express, prior written consent of Assignee; (ii) by valid legal process or order of a court of competent jurisdiction with appropriate safeguards for maintaining confidentiality, such as limited distribution and access rights, if available; or (iii) as required by law or regulation, e.g., to

comply with United States tax laws, or to provide information to any Party's accountants, lawyers or other professional service providers who have a bona fide business need for such information in order to perform their functions on behalf of such Party. The Parties agree that Assignee is free to submit this Agreement to the United States Patent and Trademark Office ("USPTO").

7. **Governing Law.** The Parties agree that this Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York applicable to contracts made between residents of that state, entered into and to be wholly performed within that state, without regard to the Parties' actual respective legal domiciles or to conflicts or choice of laws principles. The Parties hereby stipulate to the personal jurisdiction of the District Court for the Southern District of New York (the "District Court") for any matter or proceeding concerning, arising out of or relating to this Agreement. Any issues or disputes concerning, arising out of or relating to this Agreement, including, without limitation, the performance of the Parties hereunder, shall be brought before the District Court, and New York law shall apply to any relevant state law issues. In the event the District Court *sua sponte* declines to exercise jurisdiction over this Agreement or any such issue or dispute, then and only then may a Party seek to enforce this Agreement in another court of competent jurisdiction within Cuyahoga County, Ohio..

IN WITNESS WHEREOF, and intending to be fully bound, Assignor has duly executed this Assignment:

INNOVATIONS IN PLASTIC, INC.



Name: Charles W. Hazle
Title: President.