

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Celanese International Corporation		04/26/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sekisui Specialty Chemicals America, LLC
Street Address:	1603 West LBJ Freeway, Suite 200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	0810317	UNISIZE
Serial Number:	77709934	ULTILOC
Registration Number:	2560464	CELVOL
Registration Number:	2602974	
Registration Number:	2580446	CELDEFOAM
Registration Number:	3331726	PREMIOL
Registration Number:	3326868	P
Registration Number:	3104866	VYTEK

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027395723
 Email: chimmelfarb@morganlewis.com
 Correspondent Name: Carolyn Himmelfarb
 Address Line 1: 1111 Pennsylvania Avenue, N.W.

CH \$215.00 0810317

Address Line 4: Washington, FLORIDA 20004

ATTORNEY DOCKET NUMBER: 034950.0014

NAME OF SUBMITTER: Carolyn Himmelfarb

Signature: /Carolyn Himmelfarb/

Date: 07/31/2009

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

This Assignment Agreement ("Assignment Agreement") is made effective as of the Closing Date (the "Effective Date"), by and between CELANESE INTERNATIONAL CORPORATION, a Delaware corporation, located at 1601 West LBJ Freeway, Dallas, TX 75234 ("Assignor") and SEKISUI SPECIALTY CHEMICALS AMERICA, LLC, a Delaware limited liability company, located at 1603 West LBJ Freeway, Suite 200, Dallas, Texas 75234 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Purchase Agreement dated April 26, 2009 ("Purchase Agreement") and Bill of Sale and Assignment and Assumption Agreement ("Bill of Sale") dated as of the Closing Date, pursuant to which Assignor assigned and transferred its trademarks, service marks, logos, trade dress, trade names, business names, and other indicia of origin used or held for use primarily in the Assignor's Business and specified in Exhibit A attached hereto and goodwill associated therewith, and domain names set forth below in this Assignment Agreement (all of the foregoing collectively referred to as "Trademark Intellectual Property") to Assignee in return for Assignee making certain payments to Assignor under the Agreement referred to above.

NOW, THEREFORE, for good and valuable consideration, including the consideration set forth in the Purchase Agreement and the Bill of Sale, the receipt of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignment of Trademark Intellectual Property. Assignor hereby sells, assigns, and transfers to Assignee, and Assignee hereby accepts the sale, assignment, and transfer of all right, title and interest and to the Trademark Intellectual Property listed in Exhibit A attached hereto and the domain names celvol.com, celvol.asia, celvol.net, celvol.org, e-celvol.com, mycelvol.com, premiol.com, and ultiloc.com, including the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the Laws of all jurisdictions.

2. Purpose. This Assignment Agreement has been executed and delivered by the Assignor for the sole purpose of recording the assignment and transfer of the (i) Trademark Intellectual Property listed in Exhibit A hereto with the United States Patent and Trademark Office and any other applicable Governmental Entity, and (ii) domains listed herein with the applicable registrars.

3. Interpretation and Definitions. This Assignment Agreement is intended to implement the provisions of the Purchase Agreement and the Bill of Sale, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend or limit the representations and warranties, rights, obligations or remedies of any party thereunder. Unless otherwise defined herein, terms used in this Assignment Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement. In case of any conflict between the terms and conditions of this Assignment Agreement and the terms and conditions of the Purchase Agreement or the Bill of Sale, the terms and conditions of the Purchase Agreement or the Bill of Sale, as the case may be, shall govern.

4. Further Assurances. At the written request and expense of Assignee, Assignor will take, or cause to be taken, appropriate action, and do or cause to be done things reasonably necessary under applicable law and execute and deliver additional documents that may be reasonably necessary to effect the provisions of this Assignment Agreement.


5. Acknowledgment. Assignor and Assignee hereby further acknowledge and affirm that their rights and remedies with respect to the Trademark Intellectual Property are more fully set forth in the Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Counterparts and Amendment. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

[Remainder of page intentionally left blank; signature page follows]

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

SEKISUI SPECIALTY CHEMICALS AMERICA, LLC CELANESE INTERNATIONAL CORPORATION
(AS SUCCESSOR IN INTEREST TO SEKISUI
AMERICA CORPORATION)

By: 
Name: Tsuyoshi Okano
Title: COO, President and Treasurer

By: _____
Name: _____
Title: _____

[Signature Page to Short Form Assignment of Trademarks and Domains]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

ASSIGNEE:

SEKISUI SPECIALTY CHEMICALS
AMERICA, LLC (AS SUCCESSOR IN
INTEREST TO SEKISUI AMERICA
CORPORATION)

ASSIGNOR:

CELANESE INTERNATIONAL
CORPORATION

By: _____

Name: Tsuyoshi Okano

Title: COO, President and Treasurer

By:  _____

Name: Jay C. Townsend

Title: Authorized Agent

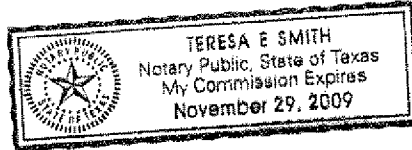
[Signature Page to Short Form Assignment of Trademarks and Domains]

STATE OF Texas)
) :SS
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me on 6/29/09 by Jay C. Townsend, as Authorized Agent of Celanese International Corporation, on behalf of the corporation.

My commission expires:

Teresa E. Smith
NOTARY PUBLIC





(SEAL)

[Notary Page to Short Form Assignment of Trademarks and Domains]

EXHIBIT A

TRADEMARKS ASSIGNMENT TO SEKISUI SPECIALTY CHEMICALS AMERICA, LLC

Mark	Application No.	Registration No.	Country	Filing Date	Goods/Services	Owner
UNISIZE	72-224694	0810317	United States	8/2/1965 (6/28/1966 reg date)	Polyvinyl alcohol used as a sizing agent for paper and paper board	Celanese International Corp.
ULTILOC	77-709934		United States	4/8/2009	Polymer compositions used in the manufacture of commercial and industrial goods; Plastic film for commercial and industrial use	Celanese International Corp.
CELVOL	78-035846	2560464	United States	11/17/2000 (4/9/02 reg. date)	Polyvinyl alcohols for use in the manufacture of paper, adhesives, fiber, textiles, textile treatments, ceramics, joint compounds, tile mortars, textured coatings, extruded plastic film, furniture, contact lenses, dispersants, stabilizers, emulsifiers, and release coatings	Celanese International Corp.
	78-053091	2602974	United States	3/14/2001 (7/30/02 reg date)	Polyvinyl alcohols for use in the manufacture of paper, adhesives, fiber, textiles, textile treatments, ceramics, joint compounds, tile mortars, textured coatings, extruded plastic film, furniture, contact lenses, dispersants, stabilizers, emulsifiers, and release coatings	Celanese International Corp.
CELDEFOAM	78-061316	2580446	United States	5/1/2001 (6/11/02 reg date)	Foam inhibitor used in textile manufacturing and processing	Celanese International Corp.
PREMIOL	78-759241	3331726	United States	11/22/2005 (11/6/07 reg date)	Chemicals for use in the Field of Oil Exploration and Production	Celanese International Corp.

 Vyteck	78-759308	3326868	United States	11/22/2005 (10/30/07 reg date)	Chemicals for use in the Field of Oil Exploration and Production oilfield applications	Celanese International Corp.
Vyteck	78401617	3104866	United States	4/14/2004 (6/13/06 -- reg date)	Polyvinyl alcohols for use in the manufacture of paper, adhesives, fiber, textiles, textile treatments, ceramics, joint compounds, tile mortars, textured coatings, extruded plastic film, furniture, contact lenses, dispersants, stabilizers, emulsifiers, and release coatings	Celanese International Corp.