

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment from Elemica Ltd. To Elemica Holdings, Inc. and Merger and Name Change to Elemica, Inc	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elemica Holdings Limited		09/23/2002	LIMITED LIABILITY COMPANY: IRELAND
RECEIVING PARTY DATA			
Name:	Elemica, Inc.		
Street Address:	222 Valley Creek Boulevard		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2750211	ELEMICA	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8248		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018607		
Email:	zbeal@mayerbrown.com, ipdocket@mayerbrown.com, jlong@mayerbrown.com		
Correspondent Name:	Joan L. Long		
Address Line 1:	P. O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
ATTORNEY DOCKET NUMBER:	00692780 JLL		
NAME OF SUBMITTER:	Joan L. Long		
Signature:	/jll/		

OP \$40.00 2750211

Date:

08/31/2009

Total Attachments: 8

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ASSIGNMENT AND ASSUMPTION AGREEMENT
(Non-Irish Properties)

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**"), dated as of September 23, 2002, by and among ELEMICA Limited, a private limited liability company (limited by shares) (company registration number 331077) organized and existing under the laws of the Republic of Ireland ("**Assignor**"), Elemica Holdings, Inc., a Delaware corporation ("**Assignee**"), and ELEMICA Holdings Limited, a private limited liability company (limited by shares) (company registration number 331079) organized and existing under the laws of the Republic of Ireland ("**Irish Holdings**").

WHEREAS, Assignor is a wholly-owned subsidiary of Irish Holdings, which is a party to this Agreement solely for the purposes of consenting to the transactions set out herein;

WHEREAS, each stockholder of Assignee is also a shareholder of Irish Holdings and owns the same number, class and proportion of shares of stock of Assignee as such shareholder owns of the shares of Irish Holdings;

WHEREAS, Assignor desires to sell, assign, convey, transfer and deliver to Assignee, and Assignee desires to purchase, acquire and take assignment and delivery of, certain assets of Assignor as specified herein, upon the terms and conditions set forth herein;

WHEREAS, Assignee desires to acquire certain assets of Assignor as specified herein, and to assume certain liabilities and obligations of Assignor as specified herein, upon the terms and conditions set forth herein; and

WHEREAS, the shareholders of Irish Holdings have consented (pursuant to Section 4.02 of the Stockholders Agreement dated as of August 16, 2000 governing the affairs of Irish Holdings and its subsidiaries) to the transfer by Assignor of all or substantially all of its assets and liabilities (excluding the capital shares of Elemica Research Limited) to Assignee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Assignment.** Effective at the Effective Time (as defined below), in consideration for (i) the payment by Assignee of the sum of one dollar in lawful currency of the United States of America (U.S.\$1.00), the receipt of which is hereby acknowledged, and (ii) the assumption by Assignee of the Liabilities as provided in Section 2 below, Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby acquires and takes assignment and delivery of, all of Assignor's right, title and interest in, to and in respect of those assets (tangible and intangible) listed in Schedule 1 hereto which are not situated in the Republic of Ireland (collectively, the "**Assets**"). For the avoidance of doubt, the Assets shall include any copyright or other intellectual property right created or published by an author while such author was not present in the Republic of Ireland. Notwithstanding any other provision of this Agreement or any Schedule hereto, the Assets shall not include any assets (tangible or intangible) listed in Schedule 1 hereto which are situated in the Republic of Ireland or any copyright or other

intellectual property right created or published by an author while such author was present in the Republic of Ireland (collectively, the “Excluded Assets”).

2. Assumption. In consideration for the assignment, conveyance, transfer and delivery by Assignor of the Assets as provided in Section 1 above, Assignee hereby assumes and undertakes to pay and perform in accordance with and subject to their respective terms all of the debts, liabilities and obligations of Assignor that are listed in Schedule 2 hereto (the “Liabilities”). All debts, liabilities and obligations of Assignor that are not listed in Schedule 2 hereto shall remain the responsibility of Assignor.

3. Post-Closing Costs. Assignee agrees to indemnify Assignor from and against any and all liabilities of Assignor accruing after the Effective Time (including, without limitation, all costs and expenses associated with the winding up and liquidation of Assignor) to the extent that such liabilities at any time exceed the assets of Assignor.

4. Trial Balance. Assignor represents and warrants to Assignee, as of the date hereof, that except as set forth in the Trial Balance (as defined in Schedule 2 hereto) it has no material liabilities, debts or obligations, whether accrued, absolute, contingent or otherwise, whether due or to become due, other than trade payables, accrued expenses and obligations under contracts incurred since the date of the Trial Balance in the ordinary course of business and consistent with past practice.

5. Restrictions on Assignability. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any contract or permit, or any right thereunder, if an assignment thereof, without the consent of a third person, would constitute a breach or violation thereof or would be ineffective and if such consent has not been obtained. The parties shall cooperate to attempt to obtain such consent or otherwise procure an effective assignment and, pending the obtaining of such consent or the procurement of such assignment, shall implement any reasonable arrangement to provide for Assignee the rights and benefits, and to impose on Assignee the obligations and burdens, under any such contracts and permits.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of Delaware without regard to the conflicts of law rules of such state.

7. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

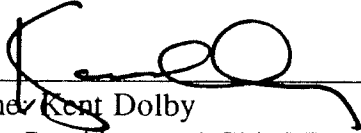
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. Further Assurances. At any time and from time to time after the date hereof, Assignor and Assignee agree to execute and deliver such other documents and instruments of transfer, assignment or assumption and do all such further acts and things as may reasonably be required to carry out the intent of the parties hereunder.


10. Effective Time. The assignments and assumptions herein provided for shall be effective as of September 23, 2002 at 4:00 p.m., Greenwich Mean Time (the "Effective Time").

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

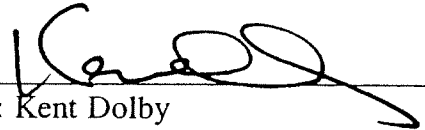
ELEMICA LIMITED

By: 
Name: Kent Dolby
Title: President and Chief Executive Officer

ELEMICA HOLDINGS, INC.

By: 
Name: Dennis Campbell
Title: Chief Operating Officer

ELEMICA HOLDINGS LIMITED

By: 
Name: Kent Dolby
Title: President and Chief Executive Officer

SCHEDULE 1

ASSETS

9. All trademarks, trade names, service marks, patents, know-how, trade secrets, copyrights and other similar proprietary intellectual property rights (including, without limitation, any registration of any of the foregoing or application for registration thereof), together with the right to sue for past misappropriation or infringement thereof, and all inventions, processes, designs, proprietary technology, technical information, formulae and discoveries (whether patentable or unpatentable).

Delaware

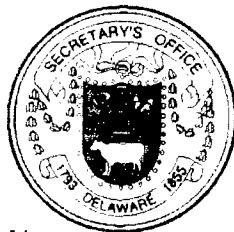
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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ELEMICA, INC.", A DELAWARE CORPORATION,

WITH AND INTO "ELEMICA HOLDINGS, INC." UNDER THE NAME OF "ELEMICA, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 2002, AT 1 O'CLOCK P.M.



3570354 8100M

090785081

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7479811

DATE: 08-17-09

TRADEMARK
REEL: 004054 FRAME: 0945

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
ELEMICA, INC.
INTO
ELEMICA HOLDINGS, INC.

Pursuant to Section 253 of the General
Corporation Law of the State of Delaware

Elemica Holdings, Inc., a Delaware corporation (the "Corporation"), desiring to merge ELEMICA, INC., a Delaware corporation and a wholly owned subsidiary of the Corporation (the "Subsidiary"), with and into the Corporation, pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware, as amended, DOES HEREBY CERTIFY AS FOLLOWS:

FIRST: That the Corporation owns all of the outstanding shares of each class of capital stock of the Subsidiary.

SECOND: That the Board of Directors of the Corporation, by the following resolutions duly adopted by unanimous written consent as of the 23rd day of September, 2002, determined to merge the Subsidiary with and into the Corporation:

RESOLVED, that, effective upon the filing in the office of the Secretary of State of the State of Delaware of a Certificate of Ownership and Merger setting forth a copy of these resolutions (the "Certificate of Ownership and Merger") (the time of such filing being hereinafter referred to as the "Effective Time"), Elemica Holdings, Inc., a Delaware corporation (the "Corporation"), merge ELEMICA, INC., a Delaware corporation and a wholly owned subsidiary of the Corporation (the "Subsidiary"), into the Corporation and, upon consummation of the merger, the Corporation shall be the surviving corporation and assume all of the Subsidiary's liabilities and obligations in a tax-free reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code; and it is further

RESOLVED, that at the Effective Time and by virtue of the merger, ARTICLE 1 of the Certificate of Incorporation of the Corporation be amended to read as follows:

"ARTICLE 1. Name. The name of the corporation is Elemica, Inc. (the "Corporation")."

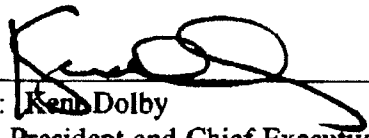
RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed to make, execute and acknowledge, in the name and on behalf of the Corporation, and to file in the proper public offices, the Certificate of Ownership and Merger; and it is further

RESOLVED, that at any time prior to the Effective Time, the Board of Directors of the Corporation, or any duly authorized committee thereof, may determine not to effect the merger of the Subsidiary into the Corporation; and it is further

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and directed to execute such certificates and other documents and to take such other actions as any such officer, in his or her discretion, shall deem necessary or advisable to consummate the merger of the Subsidiary into the Corporation and to effect the foregoing resolutions.

IN WITNESS WHEREOF, Elemica Holdings, Inc. has caused this Certificate to be executed by its duly authorized officer as of this 23 day of September, 2002.

ELEMICA HOLDINGS, INC.

By: 
Name: Ken Dolby
Title: President and Chief Executive Officer