

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
Nova Chemicals, Inc.		04/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Inspirion Ventures Inc.		
Street Address:	1550 Corapolis Heights Road		
City:	Moon Township		
State/Country:	PENNSYLVANIA		
Postal Code:	15108		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77114931	COSMO	
Serial Number:	77560194	COSMO STORAGE CONTAINERS	
CORRESPONDENCE DATA			
Fax Number:	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-863-9700		
Email:	smiller@sheridanross.com, sstavish@sheridanross.com		
Correspondent Name:	Sheridan Ross P.C.		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	3526-48		
NAME OF SUBMITTER:	Sarah J. Miller		
Signature:	/Sarah J. Miller/		
Date:	09/23/2009		

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Total Attachments: 5

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DATED: APRIL 1, 2009

(1) NOVA CHEMICALS, INC.

AND

(2) INSPIRION VENTURES INC.

TRADE MARK ASSIGNMENT

TRADE MARK ASSIGNMENT

DATE: April 1, 2009

BETWEEN:

- (1) **NOVA Chemicals, Inc.**, an affiliated company incorporated in Delaware whose primary office is at 1550 Corapolis Heights Road, Moon Township, PA, USA, 15108 ("**Assignor**"); and
- (2) **Inspirion Ventures Inc.** an affiliated company incorporated in Delaware whose primary office is at 1550 Corapolis Heights Road, Moon Township, PA, USA, 15108 ("**Assignee**").

RECITALS:

- (A) The Assignor is the owner of the trade mark applications and registrations described in Schedule A to this Agreement ("**Trade Marks**").
- (B) The Assignor has agreed to assign the Trade Marks to the Assignee in accordance with the terms of this Agreement.

IT IS AGREED as follows:

1. ASSIGNMENT

- 1.1 In consideration of the sum of \$100 U.S. dollars inclusive of any applicable taxes, paid by the Assignee to the Assignor (the receipt and sufficiency of which is hereby acknowledged by the Assignor) the Assignor hereby assigns to the Assignee all of its right, title and interest in and to the Trade Marks and any common law rights and all the goodwill attaching to the Trade Marks.
- 1.2 The assignment in clause 1.1 includes the right for the Assignee to bring proceedings against any third party in relation to the Trade Marks, including the right to sue in respect of every act of infringement of the Trade Marks occurring prior to the date of this Agreement.

2. WARRANTIES

The Assignor warrants that:

- 2.1 it is the sole owner of the registrations for the Trade Marks listed in the Schedule and that it is entitled to assign the Trade Marks pursuant to this Agreement;
- 2.2 to its knowledge the Trade Marks are not the subject of any actual challenge, claim or proceedings and there are no facts or matters which may give rise to any such challenge, claim or proceeding;
- 2.3 to its knowledge the Trade Marks are not the subject of any threatened or pending challenge, claim or proceeding; and

2.4 to its knowledge, the use of the Trade Marks in connection with the Assignor's polyethylene business during the three years prior to 1 April 2009 did not infringe the intellectual property rights of any third party.

3. FURTHER ASSURANCE

The Assignor agrees at the request of the Assignee that it will at all times after the date of this Agreement do all acts and execute all documents as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee by this Agreement and to assist in the resolution of any queries from the Assignee concerning the Trade Marks.

4. ENTIRE AGREEMENT

4.1 This Agreement, together with the agreements and other documents referred to in, or executed contemporaneously with, this Agreement, constitutes the entire agreement and supersedes any previous agreements between the parties relating to its subject matter.

4.2 Nothing in this clause 4 operates to limit or exclude any liability of any party for, or remedy against any party in respect of, any fraudulent misrepresentation or other liability that cannot be validly excluded by applicable law.

5. GOVERNING LAW

This Agreement and the relationship between the parties is governed by, and interpreted in accordance with, Commonwealth of Pennsylvania law.

6. DISPUTE RESOLUTION

In the event of a dispute, the Parties shall, within ten (10) days upon receipt of a written request by either party to the other party, meet in good faith to resolve such dispute or differences.

All disputes arising in connection with the Agreement, which cannot be resolved amicably, shall, upon written request of either party, be finally and exclusively settled by binding arbitration. Such arbitration shall be conducted by the American Arbitration Association, at its offices in the city of Pittsburgh, Pennsylvania, United States of America, in accordance with the International Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in English. The Parties agree that: (i) the award of the arbitrator(s) shall be the sole and exclusive remedy between them regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator(s) and shall be binding and enforceable against them; (ii) such award shall be made and shall be promptly payable in U.S. dollars free of any tax, deduction, or offset; and (iii) any costs, fees, or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the Party resisting such enforcement.

7. **GENERAL**

- 7.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts and each such counterpart will constitute an original of this Agreement but all of which together constitute one and the same instrument. This Agreement will not be effective until each party has executed at least one counterpart.
- 7.2 Each party will be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of this Agreement and any document referred to in it.

EXECUTED by the parties on the date set out on the first page of this Agreement.

SIGNED for and on behalf of **NOVA Chemicals Inc.:**

By: _____
Name: Jack S. Mustoe
Title: Senior Vice President and Chief Legal Officer

By: _____
Name: Christopher D. Pappas
Title: Senior Vice President, Chief Operating Officer

SIGNED for and on behalf of **Inspirion Ventures Inc.:**

By: _____
Name: Chris Bezaire
Title: Vice President

By: _____
Name: Lawrence A. MacDonald
Title: Senior Vice President, Chief Financial Officer

APPROVED

cm

SCHEDULE A

All registered and unregistered rights in all jurisdictions, including but not limited to the jurisdictions set out in the tables below:

COSMO

Trade Mark	Country	Application Number	Filing Date
COSMO	Canada	1337505	02/23/2007
COSMO	USA	77/114,931	02/23/2007

COSMO STORAGE CONTAINERS & Design



Trade Mark	Country	Application Number	Filing Date
COSMO STORAGE CONTAINERS & Design	Canada	1387007	03/06/2008
COSMO STORAGE CONTAINERS & Design	USA	77/560,194	09/02/2008