

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>The Dow Chemical Company</td> <td></td> <td>01/25/2010</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Union Carbide Corporation</td> <td></td> <td>01/25/2010</td> <td>CORPORATION: NEW YORK</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	The Dow Chemical Company		01/25/2010	CORPORATION: DELAWARE	Union Carbide Corporation		01/25/2010	CORPORATION: NEW YORK	
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The Dow Chemical Company		01/25/2010	CORPORATION: DELAWARE										
Union Carbide Corporation		01/25/2010	CORPORATION: NEW YORK										
<b>RECEIVING PARTY DATA</b>													
Name:	Arkema Inc.												
Street Address:	2000 Market Street												
Internal Address:	26th Floor												
City:	Philadelphia												
State/Country:	PENNSYLVANIA												
Postal Code:	19103												
Entity Type:	CORPORATION: PENNSYLVANIA												
<b>PROPERTY NUMBERS Total: 3</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3665126</td> <td>EVOCAR</td> </tr> <tr> <td>Registration Number:</td> <td>2017169</td> <td>NEOCAR</td> </tr> <tr> <td>Registration Number:</td> <td>1593723</td> <td>POLYPHOBE</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3665126	EVOCAR	Registration Number:	2017169	NEOCAR	Registration Number:	1593723	POLYPHOBE	
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Registration Number:	3665126	EVOCAR											
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Registration Number:	1593723	POLYPHOBE											
<b>CORRESPONDENCE DATA</b>													
Fax Number: (215)419-7075 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 215-419-7018 Email: carol.hill@arkema.com Correspondent Name: Steven D. Boyd Address Line 1: 2000 Market Street Address Line 2: 26th Floor Address Line 4: Philadelphia, PENNSYLVANIA 19103													
<b>ATTORNEY DOCKET NUMBER:</b>	DOW/ALPENA TM'S												

**900154298**

**TRADEMARK**  
**REEL: 004146 FRAME: 0676**

**CH \$90.00 3665126**

NAME OF SUBMITTER:	Steven D. Boyd
Signature:	/steven d. boyd/
Date:	02/09/2010
<p>Total Attachments: 7</p> <p>source=TRADEMARK ASG#page1.tif</p> <p>source=TRADEMARK ASG#page2.tif</p> <p>source=TRADEMARK ASG#page3.tif</p> <p>source=TRADEMARK ASG#page4.tif</p> <p>source=TRADEMARK ASG#page5.tif</p> <p>source=TRADEMARK ASG#page6.tif</p> <p>source=TRADEMARK ASG#page7.tif</p>	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Assignment**") is dated as of January 25, 2010, by and between The Dow Chemical Company, a Delaware corporation, having its principal place of business at 2030 Dow Center, Midland, Michigan 48674, U.S.A. ("**TDCC**"), and Union Carbide Corporation, a New York corporation, having its principal place of business at 400 West Sam Houston Parkway South, Houston, Texas 77042-1299, U.S.A. ("**UCC**") (TDCC and UCC, together "**Assignors**"), on the one hand and Arkema Inc, a Pennsylvania corporation, having its principal place of business at 2000 Market Street Philadelphia, Pennsylvania 19103, U.S.A. ("**Assignee**") on the other hand.

### RECITALS:

A. Assignors own all right, title and interest in and to the trademarks and the registrations therefor, including the goodwill associated therewith, as set forth on Schedule 1 attached hereto (collectively, the "**Trademarks**"); and

B. TDCC and Assignee have entered into an Asset Purchase Agreement dated July 31, 2009, as amended (hereafter referred to as the "**Asset Purchase Agreement**") pursuant to which TDCC and certain Affiliates have transferred to Assignee specified assets related to the Business (as defined in the Asset Purchase Agreement), including the Trademarks; and this Agreement confirms and memorializes said transfer of the Trademarks to Assignee pursuant to the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises herein made and the mutual benefits to be derived therefrom, and in consideration of the representations, warranties and covenants contained herein, Assignors and Assignee (each, a "**Party**," and collectively, the "**Parties**") agree as follows:

1. Assignors hereby sell, assign, transfer, and convey to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by said Trademarks, and the registrations therefor, and all rights arising thereunder, including the right to damages and profits, due or accrued, arising out of past infringements of said marks, and the right to sue for and recover the same. Assignor shall, promptly after Closing, take all steps necessary to deliver to Assignee the Trademark prosecution and maintenance files and all related documentation.

2. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the Parties. The Parties hereto further agree and confirm that the present Assignment may be made of record in the United States Patent and Trademark Office and other administrative authorities, as appropriate and desired by Assignee, at Assignee's sole expense. The Parties further agree to cooperate and provide any other documents or agreement to evidence the foregoing assignment and/or facilitate recordal of said assignment as may be necessary.

3. The responsibility, risk, and expense of filing any recordal documents and any actions required ancillary thereto shall be borne solely by Assignee. All renewal and

maintenance fees as well as the cost and expenses for defending the Trademarks against infringements by third parties occurring after the Closing Date shall be paid by Assignee.

4. This Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. The capitalized terms used in this Assignment shall have the meanings set forth herein. Capitalized terms used in this Assignment and not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

5. The provisions of this Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. THIS ASSIGNMENT SHALL BE CONSTRUED, PERFORMED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

7. Except as otherwise expressly provided in this Assignment, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment shall be brought in a federal or state court located in the Southern District of New York and that any cause of action arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court.

8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

9. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto were upon the same instrument. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. Except as explicitly provided herein, no provision of this Assignment is intended to confer upon any Person other than the Parties hereto any rights or remedies hereunder or thereunder. Assignors shall not use or attempt to register trademark applications for the trademarks EVOCAR, NEOCAR or POLYPHOBE (or marks confusingly similar to EVOCAR, NEOCAR or POLYPHOBE) in the Territory for goods related to the Business, as it may be conducted by Assignee after the date hereof.

10. This Assignment and Asset Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Assignment and supersede all prior

agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Assignment.

IN WITNESS WHEREOF, the Parties have executed this Assignment through their authorized representatives.

Date: January 25, 2010

THE DOW CHEMICAL COMPANY 

By: 

Name: Robert Spurling

Title: Authorized Representative

*Trademark Assignment Agreement Signature Page*

Date: January 25, 2010

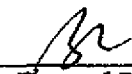
UNION CARBIDE CORPORATION *JK*

By: *Patrick E. Gottschalk*  
Name: Patrick E. Gottschalk  
Title: President & Chief Executive Officer

*MM*

Date: January 25, 2010

ARKEMA INC.

By:   
Name: Bernard Roche  
Title: President and Chief Executive  
Officer

*Trademark Assignment Agreement Signature Page*



**Schedule 1 to Trademark Assignment Agreement**

Trademark	Country	Reg. No.	App. No.	Class/ Owner	Filing Date	Reg. Date	Goods
EVOCAR	Canada		1267156	N/A  Seller	8/3/2005		CHEMICAL COMPOUNDS FOR MANUFACTURING PRINTING INKS; COATINGS FOR PAPER, TEXTILE MATERIALS AND FOR NON-WOVEN MATERIALS, POLYMER EMULSIONS FOR USE IN MAKING PAINTS; ETHYLENE-VINYL ACETATE LATEX POLYMERS; ALL FOR USE IN INDUSTRY
EVOCAR	United States of America		78790205	01  Seller	1/12/2006		01: POLYMER BASE COMPOSITION FOR USE IN THE MANUFACTURING OF PRINTING INKS, PAINTS, PAPER, ADHESIVES, BUILDING PRODUCTS, TEXTILE MATERIALS AND NON-WOVEN MATERIALS; ETHYLENE-VINYL ACETATE LATEX POLYMER COMPOSITION USED IN THE MANUFACTURE OF INDUSTRIAL GOODS
NEOCAR	Canada	TMA567 144	1069330	N/A  Union Carbide Co	8/2/2000	9/10/2002	ACRYLIC AND LATEX COATING COMPOSITIONS
NEOCAR	Mexico	680766	451434	01 Int  Union Carbide Co	10/5/2000	11/30/2000	01: ACRYLIC RESINS UNPROCESSED
NEOCAR	United States of America	2017169	74/699285	01 Int  Union Carbide Plastics and Technology LLC	07/10/1995	11/19/1996	01: LATEXES FOR USE IN THE MANUFACTURING OF PAINTS AND COATINGS
POLYPHOBE	United States of America	1593723	73/828390	01 Int  Union Carbide Plastics and Technology LLC	09/29/1989	05/01/1990	01: CHEMICAL THICKENERS FOR USE AS AN INGREDIENT IN PAPER COATINGS, COSMETICS, PAINTS, SKIN CREAMS, SHAMPOOS, DETERGENTS, ADHESIVES, TEXTILES, WATER TREATMENT AND OIL RECOVERY