

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BASF Catalysts LLC		01/05/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heraeus Incorporated		
<b>Street Address:</b>	540 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1970010	HANOVA	
Registration Number:	2155945	MICRO-PRUF	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(215)965-1331		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-965-1257		
Email:	csmith@panitchlaw.com		
Correspondent Name:	Maureen C. Kassner		
Address Line 1:	2005 Market Street		
Address Line 2:	One Commerce Square, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	200923.0020		
NAME OF SUBMITTER:	Maureen C. Kassner		
Signature:	/Maureen C. Kassner/		

CH \$65.00 1970010

**TRADEMARK**

**900158117**

**REEL: 004174 FRAME: 0728**

Date:

03/26/2010

**Total Attachments: 5**

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**ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT**

**RECITALS**

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT (this "Assignment") is dated and entered into as of January 5, 2009 (the "Effective Date"), by and between Heraeus Incorporated, a Delaware corporation ("ASSIGNEE"), and BASF Catalysts LLC, a Delaware limited liability company ("ASSIGNOR") (each, individually, referred to as a "Party," and collectively referred to as the "Parties").

A. WHEREAS, ASSIGNEE and ASSIGNOR are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated December 15, 2008 pursuant to which ASSIGNEE purchased certain of the assets of ASSIGNOR, including the Intellectual Property identified on Exhibit A hereto (the "Assigned Intellectual Property"). Capitalized terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein as so defined.

B. WHEREAS, ASSIGNOR is willing to assign such Assigned Intellectual Property to ASSIGNEE subject to the terms and conditions contained in this Assignment.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained in this Assignment, the Parties agree as follows:

**1. DEFINITIONS**

For purposes of this Assignment, the following terms shall have the meanings set forth below:

1.1 "Copyrights" means all copyrighted or copyrightable works, mask works, computer software (including both source and object code), data, data bases (including all expert or proprietary content incorporated therein) and documentation thereof, and copies and tangible embodiments thereof (in whatever form or medium) owned by ASSIGNOR and included in the Assigned Intellectual Property.

1.2 "Intellectual Property" means any of the following to the extent included in the Assigned Intellectual Property: any and all Inventions, Patents and Patent Applications (defined below), Copyrights, Trademarks (defined below), trade secrets and other confidential information (including ideas, formulas, compositions, inventions, whether patentable or unpatentable and whether or not reduced to practice, know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), and any and all rights under trade secret law, unfair competition law, publicity rights law, privacy rights law, and licenses and other conveyances and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, that are now or hereafter in force and effect, whether worldwide or in individual countries or regions.

1.3 "Inventions" means all inventions, whether or not patentable, that are included in the Assigned Intellectual Property.

1.4 "Patents and Patent Applications" means all patents and patent applications, foreign and domestic, owned by ASSIGNOR and included in the Assigned Intellectual Property, and any and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, that are now or hereafter in force and effect, whether worldwide or in individual countries or regions, and all rights of priority under international conventions, and any letters patent that issue thereon, and any and all rights whether existing now or in the future under patent law (including patents or patent applications and any utility patent, design patent, patent of importation, patent of addition, certificate of addition, certificate or model of utility, whether domestic or foreign, and all divisions, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions thereof, and any letters patent that issue thereon) based on a patent application filed by the Effective Date.

1.5 "Trademarks" means all internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate names together with all of the goodwill associated therewith, any Trademark applications, and any and all rights existing now or in the future under trademark law (including trademark or service mark registrations and applications for registration thereof) based on a trademark registration application filed by the Effective Date, and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect, whether worldwide or in individual countries or regions, to the extent any of the same are included in the Assigned Intellectual Property.

## 2. ASSIGNMENT OF RIGHTS

For good and valuable consideration, ASSIGNOR hereby assigns, transfers and conveys to ASSIGNEE the entire right, title, and interest in the Assigned Intellectual Property described on Exhibit A hereto.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the Intellectual Property rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Patents and Patent Applications, Trademarks (before or after issuance), and Copyrights.

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications, Copyrights, and Trademarks promptly upon becoming aware of those facts from a patent, copyright, or trademark office until the patent, copyright, or trademark office correspondence address is changed to that of the ASSIGNEE, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, Copyrights, and Trademarks, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything reasonably possible to aid

ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications, Copyrights, and Trademarks in all countries if ASSIGNEE provides ample notice of such needed actions to ASSIGNOR and ASSIGNEE pays 100% of the costs associated with such actions.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound thereby, have executed this Assignment as of the date first written above.

**BASF CATALYSTS LLC**Date: January 5, 2009By: 

Name: SVEN FROMM

Title: SENIOR MANAGER

Address:  
25 Middlesex-Essex Turnpike  
Iselin, NJ 08830**HERAEUS INCORPORATED**Date: January 5, 2009By: 

Name: UVE KUPKA

Title: PRESIDENT &amp; CEO

Address:  
540 Madison Avenue  
New York, NY 10022

**Exhibit A****Assigned Intellectual Property****PATENT**

US PATENT NUMBER	PATENT TITLE	INVENTORS	EXPIRATION DATE
5,504,045	Paint Composition	Hasan B. Emlendi et al.	Oct. 10, 2014

**TRADEMARKS**

COUNTRY	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE	NEXT RENEWAL DATE
United States	1970010	HANOVIA	Apr. 23, 1996, renewed April 19, 2006	April 19, 2016
Korea	123681	HANOVIA	February 10, 1986 ; renewed April 10, 2006	April 10, 2016
Korea	124825	HANOVIA	March 19, 1986 ; renewed April 13, 2006	April 13, 2016
United States	2155945	MICRO-PRUF	May 12, 1998	Nov. 12, 2018

**OTHER**

All Proprietary Rights, including but not limited to know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, and specifications provided by Seller to Purchaser on or after the Closing, in writing, electronically, or on compact disk or any other type of data storage media.