

**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>
NOVA Chemicals Inc.		04/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Inspirion Ventures Inc.		
<b>Street Address:</b>	1555 Coroapolis Heights Road		
<b>City:</b>	Moon Township		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15108		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77640599	INNOLAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)863-0223		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-863-9700		
<b>Email:</b>	smiller@sheridanross.com		
<b>Correspondent Name:</b>	Sheridan Ross P.C.		
<b>Address Line 1:</b>	1560 Broadway, Suite 1200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	3526S-2		
<b>NAME OF SUBMITTER:</b>	Sarah J. Miller		
<b>Signature:</b>	/Sarah J. Miller/		
<b>Date:</b>	05/19/2010		

CH \$40.00 77640599

**Total Attachments: 5**

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**EFFECTIVE DATE: APRIL 1, 2010**

**(1) NOVA CHEMICALS INC.**

**AND**

**(2) INSPIRION VENTURES INC.**

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**TRADE MARK ASSIGNMENT**

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## TRADE MARK ASSIGNMENT

**EFFECTIVE DATE: April 1, 2010**

### **BETWEEN:**

- (1) **NOVA Chemicals Inc.**, an affiliated company incorporated in Delaware, USA whose primary office is at 1550 Coroapolis Heights Road, Moon Township, PA, USA, 15108 ("Assignor"); and
- (2) **Inspirion Ventures Inc.** an affiliated company incorporated in Delaware, USA whose primary office is at 1555 Coroapolis 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 Mark**").
- (B) The Assignor has agreed to assign the Trade Mark 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 Mark and any common law rights and all the goodwill attaching to the Trade Mark.
- 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 Mark, including the right to sue in respect of every act of infringement of the Trade Mark occurring prior to the date of this Agreement.

### **2. WARRANTIES**

The Assignor warrants that:

- 2.1 it is the sole owner of the applications and registrations for the Trade Mark listed in the Schedule and that it is entitled to assign the Trade Mark pursuant to this Agreement;
- 2.2 to its knowledge the Trade Mark 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 Mark are not the subject of any threatened or pending challenge, claim or proceeding; and

2.4 to its knowledge, the use of the Trade Mark in connection with the Assignor's polyethylene business during the three years prior to 1 April 2010 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 Mark.

### **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: William C. Mitchell  
Title: Vice President, General Counsel and Assistant Corporate Secretary

By: \_\_\_\_\_  
Name: John M. Hotz  
Title: Vice President, Polyethylene Business



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

By: \_\_\_\_\_  
Name: Chris Bezaire  
Title: Vice President

By: \_\_\_\_\_  
Name: John Siegrist  
Title: Vice President

## SCHEDULE A

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

### INNOLAST

Trade Mark	Country	Application Number	Filing Date
INNOLAST	USA	77/640599	12/29/2008
INNOLAST	Mexico	1014945	06/23/2009

Trade Mark	Country	Registration Number	Registration Date
INNOLAST	Mexico	1131234	11/23/2009
INNOLAST	European Community	008378697	01/05/2010