

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	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>
E. I. Du Pont De Nemours and Company		07/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zaclon LLC		
<b>Street Address:</b>	2981 Independence Road		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44115		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0611987	QUILON	
Registration Number:	0537824	QUILON	
Registration Number:	0680610	VOLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-579-1700		
<b>Email:</b>	dpeterlin@peame.com		
<b>Correspondent Name:</b>	Joseph J. Corso/Pearne & Gordon LLP		
<b>Address Line 1:</b>	1801 East Ninth Street, Suite 1200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-3108		
<b>ATTORNEY DOCKET NUMBER:</b>	ZAC-J3699		
<b>NAME OF SUBMITTER:</b>	Joseph J. Corso		

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**TRADEMARK  
 REEL: 004410 FRAME: 0810**

Signature:	/joseph j corso/
Date:	11/07/2010
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

UNITED STATES OF AMERICA

STATE OF DELAWARE

)

) ss.

COUNTY OF NEW CASTLE

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I, ELAINE M. SLATER, a Notary Public of the State of Delaware, hereby attest that I have personally reviewed the attached Assignment and Release between E. I. du Pont de Nemours and Company and Zaclon LLC dated July 2009, regarding the trademarks Quilon® and Volan® and certify that the attached document is a true and correct copy of the original.

Wilmington, Delaware, United States of America

Dated: October 16, 2009

 (SEAL)  
NOTARY PUBLIC

ELAINE M. SLATER  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires on March 18, 2013

## ASSIGNMENT AND RELEASE

**WHEREAS E. I. DU PONT DE NEMOURS AND COMPANY** (hereinafter "DuPont"), a Delaware corporation having its offices and principal place of business at 1007 Market Street, Wilmington, Delaware 19898, USA is the owner the trademark registrations shown in Schedule "A" attached hereto, (hereinafter the "Trademarks"), and of the goodwill of the business symbolized by said marks;

**AND WHEREAS, ZACLON LLC**, a limited liability company organized and existing under the laws of the State of Ohio, with its head office at 2981 Independence Road, Cleveland, Ohio 44115 (hereinafter "Zaclon"), is desirous of acquiring the entire right, title and interest in and to the said Trademarks, and the goodwill of the business symbolized by said marks, and the right to sue for past infringements;

**AND WHEREAS**, DuPont and Zaclon are parties to a Trademark License Agreement with an Effective Date of December 2, 2008 (hereinafter the "Trademark License Agreement") which licenses the Trademarks to Zaclon, as set forth in detail in the Trademark License Agreement and the Exhibits to the Trademark License Agreement.

### ARTICLE I – ASSIGNMENT

**NOW, THEREFORE**, in accordance with the Trademark License Agreement, for One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, DuPont does hereby assign, sell and transfer unto Zaclon, and Zaclon does hereby accept, DuPont's entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by said marks, the right of DuPont to conduct business under said trademarks, and the right to sue for past infringements of said marks. DuPont further agrees to execute such other documents as may be needed and requested by Zaclon to effect recordation of this Assignment in connection with the Trademarks. Zaclon will pay for all out of pocket costs associated with the assignment and recordation of the trademark registrations in the various trademark offices around the world.

### ARTICLE II – DISCLAIMER

This assignment is being made without any representation or warranty of any nature with respect to the Trademarks;

- a) as to their value or freedom from encumbrance

- b) as to any warranty (express or implied, oral or written) of title, purpose, or any other matter whether alleged to arise by law, by reason of custom or usage in the trade, by course of dealing or otherwise and
- c) as to legal sufficiency to assign any rights therein.

Zaclon and DuPont hereby acknowledge and agree that this assignment of trademarks is being made "as is where is".

### **ARTICLE III - RELEASE**

**NOW, THEREFORE**, in consideration of the above assignment and transfer of the Trademarks from DuPont to Zaclon, each party hereby fully and completely releases and discharges the other party its affiliates and assigns from any claims, debts, judgments, liabilities, demands, suits, actions, controversies, proceedings, obligations whether in law, equity, or any nature whatsoever, without exception, whether known or unknown, and whether suspected or unsuspected, in contract, warranty, tort, statute or otherwise, which a party now or has ever had or may have in the future against the other party, arising out of or relating to the Trademarks or the Trademark License Agreement. Execution of this Agreement shall result in the immediate termination of the Trademark License Agreement.

### **ARTICLE IV – MICELLANEOUS**

- (a) This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.
- (b) If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- (c) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- (d) Within 10 days of execution of the Agreement by both parties, DuPont will transfer physical possession of the files DuPont has in its possession relating to the Trademarks to Zaclon at a location

reasonably requested by Zaclon. Upon execution by both parties, DuPont shall no longer be responsible for further actions or payment of fees in respect thereof.

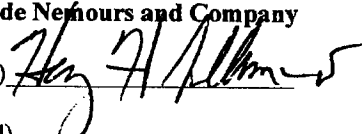
(e) The parties warrant and represent that they have the right and authority to sign this agreement and do so voluntarily.

IN WITNESS WHEREOF, the parties have executed this Assignment and Release Agreement as of the last date written below.

**ASSIGNOR**

**E. I. du Pont de Nemours and Company**

By (Signature)



Name (Printed)

**Henry H. Silliman, III**  
**Assistant Secretary**

Title

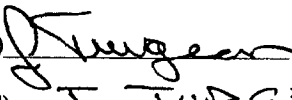
Date

7/30/2009

**ASSIGNEE**

**Zaclon LLC**

By (Signature)



Name (Printed)

**J TURGEON**

Title

**Chairman**

Date

7/22/09

SCHEDULE "A"

<b>Quilon</b>	Argentina	2010024
	Benelux	69108
	Brazil	740037781
	Brazil	817591478
	Canada	39788
	Denmark	195502009
	Finland	29654
	France	1594893
	France	1557699
	Italy	983364
	Japan	499446
	Japan	2568459
	Mexico	67490
	Norway	46266
	Sweden	79979
	Switzerland	153692
	United States	611987
	United States	537824
<b>Volan</b>	Brazil	2825651
	Canada	16943241
	France	1594892
	United Kingdom	706196
	United States	680610