

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Styron LLC		06/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Styron Europe GmbH
Street Address:	Bachtobelstrasse 3
City:	Horgen
State/Country:	SWITZERLAND
Postal Code:	8810
Entity Type:	LIMITED LIABILITY COMPANY: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1332738	CALIBRE
Registration Number:	2592973	EMERGE
Serial Number:	77948974	ENVERSA
Registration Number:	3750174	EVEREST
Registration Number:	2523294	FOUNDATIONS
Registration Number:	3633145	HPL
Serial Number:	77205709	LOMAX
Registration Number:	1460461	MAGNUM
Registration Number:	3276950	MAGNUM BRACE
Registration Number:	1873475	MEGARAD
Registration Number:	1412826	PULSE
Serial Number:	77869435	SPRINTAN
Registration Number:	0871548	STYRON
Registration Number:	0952481	STYRON

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Registration Number:	0362877	STYRON
Registration Number:	2396531	STYRON A-TECH
Registration Number:	0772563	TYRIL
Registration Number:	1423511	
Serial Number:	77502845	VELVEX

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 11741-1 RMP

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Renee M. Prescan

Signature: /Renee M. Prescan/

Date: 01/28/2011

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Assignment**”) is effective as of June 17, 2010 (the “**Effective Date**”) by and between STYRON LLC, a Delaware limited liability company, with its principal place of business at Michigan Division, 1604 Building, Midland, Michigan 48674, USA (“**Assignor**”), and STYRON EUROPE GMBH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) formed under the laws of Switzerland, with an office at Bachtobelstrasse 3, Horgen 8810, Switzerland (“**Assignee**”) (each, a “**party**,” and collectively, the “**parties**”).

BACKGROUND

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment and Assumption Agreement, dated as of June 17, 2010 (the “**Assumption Agreement**”; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Assumption Agreement);

WHEREAS, Assignor desires to assign all of Assignor’s right, title and interest in the trademarks listed on the attached Schedule A (herein defined as the “**Trademarks**”) to Assignee, and Assignee desires to receive the Trademarks from Assignor; and

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Trademarks pertain and such business is ongoing.

TERMS

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

1. Assignment. (a) Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized by or associated exclusively with the Trademarks, including all associated trademark rights held by Assignor, for the United States and all foreign countries, including, without limitation, all registrations and applications for registration of the Trademarks, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all claims, demands, and rights to recovery, damages or profit that Assignor may have for past, present or future infringement, misappropriation, unfair competition, dilution or other violations of such Trademarks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery in its own name and that of its successors and/or assigns, and all rights corresponding thereto throughout the world.

(b) Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

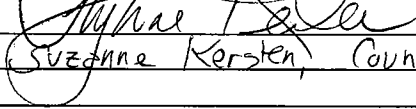
2. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York.


* * * * *

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

Styron LLC (Assignor)

By: 
Name: Suzanne Kersten, Counsel
Title: _____

Styron Europe GmbH (Assignee)

By: 
Name: RICHARD J. DIEMER JR
Title: Authorized Representative

Trademark Assignment Agreement

SCHEDULE A

Trademark	Country	Status	Reg. #	Reg. Date	App. #	Filing Date	Classes
CALIBRE	United States of America	Registered	1332738	30-Apr-1985	73495655	20-Aug-1984	01 Int.
EMERGE	United States of America	Registered	2592973	09-Jul-2002	78013060	16-Jun-2000	01 Int.
ENVERSA	United States	Pending ITU			77948974	03-Mar-2010	01 Int.
EVEREST	United States of America	Registered	3750174	16-Feb-2010	77063944	14-Dec-2006	01 Int.
FOUNDATIONS	United States of America	Registered	2523294	25-Dec-2001	75848703	16-Nov-1999	01 Int.
HPL	United States of America	Registered	3633145	02-Jun-2009	78615043	22-Apr-2005	01 Int.
LOMAX	United States of America	Application			77205709	14-Jun-2007	01 Int.
MAGNUM	United States of America	Registered	1460461	13-Oct-1987	73577157	10-Jan-1986	01 Int.
MAGNUM BRACE	United States of America	Registered	3276950	07-Aug-2007	78654823	21-Jun-2005	01 Int.
MEGARAD	United States of America	Registered	1873475	17-Jan-1995	74440078	07-Sep-1993	01 Int.
PULSE	United States of America	Registered	1412826	14-Oct-1986	73590044	25-Mar-1986	01 Int.
SPRINTAN	USA	Application			77869435	10-Nov-2009	17 Int.
STYRON	United States of America	Registered	0871548	24-Jun-1969	72313060	26-Nov-1968	01 Int.
STYRON	United States of America	Registered	0952481	06-Feb-1973	72408755	26-Nov-1971	01 Int.; 17 Int.

Trademark	Country	Status	Reg. #	Reg. Date	Appl. #	Filing Date	Classes
STYRON	United States of America	Registered	0362877	06-Dec-1938	71401692	08-Jan-1938	01 Int.
STYRON A-TECH	United States of America	Registered	2396531	17-Oct-2000	75702112	10-May-1999	01 Int.
TYRIL	United States of America	Registered	0772563	07-Jul-1964	72177507	23-Sep-1963	01 Int.
TYRIL PYRAMID DES	United States of America	Registered	1423511	06-Jan-1987	73603320	09-Jun-1986	01 Int.
VELVEX	United States of America	Application			77502845	19-Jun-2008	01 Int.