

**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>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ARKEMA GmbH		12/22/2010	LIMITED LIABILITY COMPANY: GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARKEMA FRANCE		
<b>Street Address:</b>	420 rue d'Estienne d'Orves		
<b>City:</b>	Colombes		
<b>State/Country:</b>	FRANCE		
<b>Postal Code:</b>	92700		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FRANCE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1482888	PLATAMID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)610-8686		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-903-9000		
<b>Email:</b>	ipdocketing@milesstockbridge.com		
<b>Correspondent Name:</b>	Eric G. King		
<b>Address Line 1:</b>	Miles & Stockbridge P.C., Suite 500		
<b>Address Line 2:</b>	1751 Pinnacle Drive		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102-3833		
<b>ATTORNEY DOCKET NUMBER:</b>	T2863-901792		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

CH \$40.00 1482888

**900184642**

**TRADEMARK  
 REEL: 004484 FRAME: 0389**

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Eric G. King

Signature:

/Eric G. King/

Date:

02/23/2011

**Total Attachments: 5**

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## DEED OF TRADEMARK ASSIGNMENT

This deed of trademark assignment is concluded as of January 1<sup>st</sup>, 2011.

### BETWEEN

ARKEMA GmbH, a German company duly organised and existing under the Laws of Germany with its head office at Tersteegenstrasse 28, 40474 DÜSSELDORF, GERMANY, represented by *Wolfgang SCHMIDT*

hereinafter referred to as the Assignor

### AND

ARKEMA FRANCE, a French law limited liability company (société anonyme) registered with the commercial and companies registry of Nanterre under n° 319.632.790 and whose registered office is located 420 rue d'Estienne d'Orves, 92700 COLOMBES, France, represented by Michel DELABORDE, Executive Vice President.

hereinafter referred to as the Assignee

Assignor and Assignee being also called together the "Parties"

### WHEREAS

The Assignor, ARKEMA GmbH, owns the Trademarks PLATAMID® listed in Appendix 1 to this Agreement.

The Assignee wishes to acquire full and absolute title to the Trademarks.

The Assignor is ready to assign the Trademarks to the Assignee and consents to its usage by the Assignee or a Licensee of the Assignee.

### IT IS AGREES AS FOLLOWS :

## ARTICLE 1 - DEFINITIONS

For the purposes of this Agreement, each of the expressions referred to below shall have the meaning attributed to in its definition, namely :

“*Agreement*” means this agreement for the Assignment of the Trademarks and its Appendix.

“*Trademarks*” means the registered and/or pending trademarks such as they are identified in Appendix 1 of this Agreement.

“*Territory*” means, for each Trademark, the territory (ies) in which the Trademarks are filed.

## ARTICLE 2 – SUBJECT-MATTER OF THE AGREEMENT

- 2.1. The Assignor hereby assigns to the Assignee, who accepts, (i) full and absolute title to the Trademarks with all the rights and obligations which are attached to them ; (ii) the right to file all proceedings for infringement or for unfair competition occurring prior to or following the date on which this Agreement is executed.
- 2.2. This Assignment is granted without exception or reservation and with not warranty other than warranties that the registration and/or filing of the Trademarks exist, on the date of execution of this Agreement.
- 2.3. The Assignee expressly agrees to conclude this assignment at its own risk and peril. The Assignor does not warrant to the Assignee that the rights of the Assignee in the Trademarks cannot be ousted by a third party, and does not guarantee the total or partial repayment of the purchase price, in the event of the cancellation of one of the Trademarks after the date of execution of this Agreement.

## ARTICLE 3 – PRICE

In consideration of this assignment, the Assignee shall pay herewith to the Assignor a fixed lump sum of Euros seven hundred and twenty thousand (720 000), excluding tax, in respect of which this Agreement shall give good and valid receipt.

## ARTICLE 4 - INFRINGEMENT

- 4.1 The Assignee shall defend itself, at its own cost, against all infringement proceedings filed against it by any third parties in connection with the use of the Trademarks.
- 4.2. The Assignee shall bear the cost of all necessary expenses in such legal proceedings.

## **ARTICLE 5 – REGISTRATION TAX**

The Assignee is responsible for and must pay all tax registration duties and any other taxes, as the case may be, arising as a result of this Agreement.

## **ARTICLE 6 – MISCELLANEOUS OBLIGATIONS**

- 6.1. The Assignor or the Assignee, or any third party duly empowered by either of them, shall carry out all the formalities required for the performance of this Agreement, in particular for making the assignments of the Trademarks enforceable against third parties in all the countries in the Territory. The Assignee alone shall bear the cost of these formalities.
- 6.2. All rights and powers are given to the bearer of an original or certified copy of this Agreement to carry out the formalities prescribed by law and/or the different national and international trademark agencies, particularly for the filing of the assignments of Trademarks.
- 6.3. The Parties agree to reiterate their consent to this Agreement by confirmatory acts or contracts which might be required after the date of execution of this Agreement to complete the necessary formalities for its execution, particularly, the filing of the assignments of the Trademarks at national and international trademark offices.
- 6.4. The Assignor provides the Assignee with all the documents and information related to the Trademarks he hold at the date on which this agreement is signed and undertakes to provide the Assignee with all the documents related to the Trademarks which he may receive after the date of signature of the agreement.

## **ARTICLE 7 - SEVERABILITY**

- 7.1. In the event that any provision whatsoever under this Agreement is cancelled, such cancellation shall not render invalid any other provisions under the Agreement which shall continue in force.
- 7.2. If, for any reason whatsoever, the assignment of one of the Trademarks under the terms of this Agreement is cancelled, rescinded or refused registration by a national or international trademark office or a domain name registrar, the assignments of the other Trademarks shall remain in force.

## **ARTICLE 8 – PREVIOUS CONTRACTS / AMENDMENT OF THE AGREEMENT**

- 8.1. This Agreement shall cancel and replace all previous agreements signed between the Parties in relation to the Trademarks.

8.2. Any amendment, termination and/or renunciation of any provision whatsoever of this Agreement, shall only be valid after the Parties have given their written and signed consent thereto.

#### ARTICLE 9 - NOTICES

Any notice to be given in connection with this Agreement shall be deemed to have been given where they have been sent by registered post with acknowledgment of receipt to the addresses of the respective registered offices of the Parties as set out above or to any other address specified by the Parties.

#### ARTICLE 10 – GOVERNING LAW

This Agreement shall be governed by the laws of FRANCE.

#### ARTICLE 11 - JURISDICTION

Any dispute arising as a result of the creation, interpretation or performance of this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Paris, notwithstanding the existing of multiple defendants or third party proceedings.

Made at Colombes, in four originals, on December 22<sup>nd</sup>, 2010

#### THE ASSIGNEE

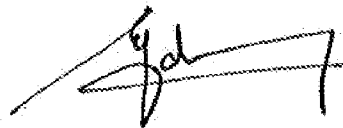
ARKEMA GmbH



Name : SCHAAL  
Position : Managing Director

#### THE ASSIGNOR

ARKEMA FRANCE



Name : Michel DELABORDE  
Position : Executive Vice President

## APPENDIX 1

### List of the trademarks PLATAMID as of December 6, 2010

Trademark	Country	Filing Number	Filing Date	Reg. Number	Recorded Owner	Renewal Date
PLATAMID	Germany	P12807	04.10.1963	804.468	ARKEMA GmbH	31.10.2013
PLATAMID	Germany	P26058/17	10.03.1979	987.948	ARKEMA GmbH	31.03.2019
PLATAMID	Benelux	632.219	03.09.1979	360.458	ARKEMA GmbH	03.09.2019
PLATAMID	Austria	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Belarus	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Switzerland	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Czech Republic	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Germany	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Spain	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	France	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	United Kingdom	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Hungary	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Italy	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Portugal	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Russian Federation	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Slovak Republic	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	Ukraine	450.212	23.01.1980	450.212	ARKEMA GmbH	23.01.2020
PLATAMID	China	162.367	05.06.1980	162.367	ATOFINA Deutschland GmbH	15.09.2012
PLATAMID	United States of America	651.741	27.03.1987	1.482.888	ARKEMA GmbH	05.04.2018