

**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>
	The Dow Chemical Company		09/30/2011
	Dow Global Technologies LLC		09/30/2011
			<b>Entity Type</b>
			CORPORATION: DELAWARE
			LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Braskem America, Inc.		
<b>Street Address:</b>	1735 Market Street - 28th Floor		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103-7583		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2173345	INSPIRE
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)689-3640		
<b>Phone:</b>	2159791853		
<b>Email:</b>	rapaikoff@duanemorris.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Richard A. Paikoff		
<b>Address Line 1:</b>	Duane Morris LLP; 30 South 17th Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-4196		
<b>ATTORNEY DOCKET NUMBER:</b>	F5221-00000		
<b>NAME OF SUBMITTER:</b>	Richard A. Paikoff		
<b>Signature:</b>	/Richard A. Paikoff/		

**CH \$40.00 2173345**

Date:

12/01/2011

**Total Attachments: 44**

source=Assignment-Agreement#page1.tif  
source=Assignment-Agreement#page2.tif  
source=Assignment-Agreement#page3.tif  
source=Assignment-Agreement#page4.tif  
source=Assignment-Agreement#page5.tif  
source=Assignment-Agreement#page6.tif  
source=Assignment-Agreement#page7.tif  
source=Assignment-Agreement#page8.tif  
source=Assignment-Agreement#page9.tif  
source=Assignment-Agreement#page10.tif  
source=Assignment-Agreement#page11.tif  
source=Assignment-Agreement#page12.tif  
source=Assignment-Agreement#page13.tif  
source=Assignment-Agreement#page14.tif  
source=Assignment-Agreement#page15.tif  
source=Assignment-Agreement#page16.tif  
source=Assignment-Agreement#page17.tif  
source=Assignment-Agreement#page18.tif  
source=Assignment-Agreement#page19.tif  
source=Assignment-Agreement#page20.tif  
source=Assignment-Agreement#page21.tif  
source=Assignment-Agreement#page22.tif  
source=Assignment-Agreement#page23.tif  
source=Assignment-Agreement#page24.tif  
source=Assignment-Agreement#page25.tif  
source=Assignment-Agreement#page26.tif  
source=Assignment-Agreement#page27.tif  
source=Assignment-Agreement#page28.tif  
source=Assignment-Agreement#page29.tif  
source=Assignment-Agreement#page30.tif  
source=Assignment-Agreement#page31.tif  
source=Assignment-Agreement#page32.tif  
source=Assignment-Agreement#page33.tif  
source=Assignment-Agreement#page34.tif  
source=Assignment-Agreement#page35.tif  
source=Assignment-Agreement#page36.tif  
source=Assignment-Agreement#page37.tif  
source=Assignment-Agreement#page38.tif  
source=Assignment-Agreement#page39.tif  
source=Assignment-Agreement#page40.tif  
source=Assignment-Agreement#page41.tif  
source=Assignment-Agreement#page42.tif  
source=Assignment-Agreement#page43.tif  
source=Assignment-Agreement#page44.tif

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**AMONG**

**THE DOW CHEMICAL COMPANY,  
DOW GLOBAL TECHNOLOGIES LLC**

**AND**

**BRASKEM AMERICA, INC.**

**Table of Contents**

ARTICLE 1. INTERPRETATION AND DEFINITIONS .....3  
ARTICLE 2. ASSIGNMENT OF OWNED INTELLECTUAL PROPERTY .....6  
ARTICLE 3. GENERAL PROVISIONS.....8  
APPENDIX 1 – REGISTERED INTELLECTUAL PROPERTY .....17  
APPENDIX 2 – FORM OF PATENT ASSIGNMENT AGREEMENT.....1  
APPENDIX 3 – FORM OF TRADEMARK ASSIGNMENT AGREEMENT .....1  
APPENDIX 4 – RETAINED PROCESSES.....8

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made as of September 30, 2011 (the "Effective Date"), by and among:

THE DOW CHEMICAL COMPANY, a corporation organized and existing under the laws of Delaware, USA, having an office at 2030 Dow Center, Midland, Michigan 48674, U.S.A. (hereinafter referred to as "TDCC");

DOW GLOBAL TECHNOLOGIES LLC, a limited liability company organized and existing under the laws of Delaware, U.S.A., having an office at 2020 Dow Center, Midland, Michigan 48674, USA (hereinafter referred to as "DGTL"); and

BRASKEM AMERICA, INC., a corporation organized and existing under the laws of Delaware, U.S.A., having an office at 1735 Market Street, 28<sup>th</sup> Floor, Philadelphia, PA 19103-7583, U.S.A. (hereinafter referred to as "Purchaser").

### WITNESSETH:

WHEREAS, Purchaser, Braskem S.A. and TDCC have entered into a Sale and Purchase Agreement dated as of July 27, 2011 ("Sale and Purchase Agreement"), pursuant to which TDCC has agreed to sell, and Purchaser has agreed to purchase, the Transferred Assets (as defined in the Sale and Purchase Agreement); and

WHEREAS, TDCC and DGTL have agreed to assign certain intellectual property assets to Purchaser, and Purchaser desires to receive such intellectual property assets from TDCC and DGTL.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1. INTERPRETATION AND DEFINITIONS

SECTION 1.1 In this Agreement, unless a clear contrary intention appears, capitalized terms have the meaning defined herein or (if not defined herein) the meaning set out in the Sale and Purchase Agreement.

SECTION 1.2 All appendices are, by this reference, incorporated into and are part of this Agreement as fully as though contained in the body of this Agreement.

SECTION 1.3 In this Agreement, unless a clear contrary intention appears:

- (a) "Action" means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.
- (b) "Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. "Agreement" means this Intellectual Property Assignment Agreement, including its recitals and appendices, together with any amendments made to this Intellectual Property Assignment Agreement in accordance with the provisions of Section 3.10.

- (c) “Assignors” means TDCC and DGTL; and “Assignor” means either of them.
- (d) “Business” means the research, development, manufacture, distribution, marketing and sale of the In-Scope Products, as conducted by Dow, but not including any of the Excluded Assets.
- (e) “Claim” means any claim, whether actual or potential, known or unknown, suspected or unsuspected, contingent or non-contingent, whether concealed or hidden, upon any theory of law or equity, based upon past or future events, now existing or coming into existence in the future.
- (f) “Control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly, or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities or as trustee, personal representative or executor, by contract or otherwise.
- (g) “Disclaimed Patents” has the meaning given in Section 2.3.
- (h) “Dow” means TDCC and its Subsidiaries, or any of them, as the context requires, and includes DGTL.
- (i) “Dow Products” means any products (other than In-Scope Products) that have been commercially manufactured or sold or developed to be commercially manufactured or sold by Dow prior to the Effective Date, including (a) products that are sold or marketed under the INFUSE™ or VERSIFY™ trademarks; (b) blended or compounded products that are prepared from polypropylene resins, including any polypropylene products for the automotive, wiring or cabling businesses of Dow; (c) end-use products that contain Polypropylene; (d) products, including Polypropylene or other propylene-based products (e.g., propylene-based olefin block copolymers), made using any processes other than the UNIPOL™ gas phase polypropylene process or the SPHERIPOL™ slurry phase polypropylene process; (e) MOD™ 5 process and control system and software; (f) software sold under the UNIPOL UNIPPAC™ trademark; and (g) products that contain copolymers in which less than 65 weight percent monomer units are derived from propylene.
- (j) “Dow Retained Patent Group” has the meaning given in Section 2.3(b).
- (k) “Effective Date” shall have the meaning given to it in the preamble.
- (l) “Excluded Dow Product IP” means Intellectual Property owned or controlled by Dow that is:
  - (1) directed to any Dow Product or the process to manufacture or use a Dow Product; or
  - (2) commercially used or developed for commercial use with any Dow Product;

which, for the avoidance of doubt, includes Dow’s Intellectual Property related to any of items (a)-(g) in the definition of Dow Products.

- (m) “Excluded IP” means:
- (1) Intellectual Property that relates to the Excluded Assets; and
  - (2) Excluded Dow Product IP.
- (n) “Governmental Authority” means any federal, national, foreign, supranational, state, provincial, local or other government, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body of competent jurisdiction.
- (o) “In-Scope Processes” means the processes for manufacturing the In-Scope Products that are practiced by Dow as of the Effective Date in the Transferred Facilities and in accordance with any license agreements granting the rights to use such processes.
- (p) “In-Scope Products” means all in-reactor manufactured polypropylene Homopolymers, Impact Copolymers, Random Copolymers, and INSPIRE™ Performance polymers produced by Dow using either UNIPOL™ gas phase technology or SPHERIPOL™ slurry phase technology.
- (q) “Intellectual Property” means all of the following intellectual property rights throughout the world: (a) patents and patent applications, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations and extensions thereof; (b) trademarks, service marks, trade names, trade dress and internet domain names, together with the goodwill associated exclusively therewith; (c) database rights and copyrights, including copyrights in computer software, user manuals and training materials; (d) registrations and applications for registration of any of the foregoing under subclauses (a) – (c) of this definition; (e) trade secrets, including information, know-how, inventions, invention disclosures, ideas, formulae, models, methodologies or processes, in each case, to the extent such item qualifies as a trade secret or otherwise is protectable under applicable Law; and (f) rights to sue and recover damages for past, present, and future infringement, misappropriation, or other violation of any of the foregoing.
- (r) “IP License Agreement” means the agreement by that name between Assignors and Purchaser dated as of the date hereof.
- (s) “Law” means any federal, national, foreign, supranational, state, provincial, local or administrative statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including common law).
- (t) “Owned Intellectual Property” means the Registered Intellectual Property identified on Appendix 1 and the unregistered Intellectual Property owned by Dow that relates exclusively to the Business.
- (u) “Owned Know How” has the meaning given in Section 2.1(c).
- (v) “Owned Patents” has the meaning given in Section 2.1(a).
- (w) “Owned Trademarks” has the meaning given in Section 2.1(b).
- (x) “Party” means Purchaser or any Assignor; and “Parties” means Purchaser and any one or more Assignors.

- (y) “Patent Group” has the meaning given in Section 2.3(a).
- (z) “Person” means any individual, partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, as well as any syndicate or group that would be deemed to be a person under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.
- (aa) “Polypropylene” means in-reactor manufactured polypropylene Homopolymers, Impact Copolymers and Random Copolymers, wherein
  - (i) “Homopolymer” means polypropylene polymers that have been polymerized into isotactic sequences of repeating propylene monomer units with essentially no repeating units of a monomer other than propylene;
  - (ii) “Impact Copolymer” means copolymers, that are not Random Copolymers and that have been polymerized to contain at least 65 weight percent net monomer units derived from propylene; and
  - (iii) “Random Copolymer” means polypropylene copolymers polymerized into isotactic sequences of repeating propylene monomer units occasionally interrupted by incorporation of one or more hydrocarbon monomer units other than propylene, that contain at least 65 weight percent monomer units derived from propylene.
- (bb) “Prior Patents” has the meaning given in Section 2.3(a).
- (cc) “Registered” means issued by, registered or filed with, renewed by or the subject of a pending application before any Governmental Authority or Internet domain name registrar.
- (dd) “Related Persons” means, with respect to a Party, the Affiliates of that Party and the officers, directors and employees of that Party and/or its Affiliates.
- (ee) “Retained Processes” means the processes defined in Appendix 6.
- (ff) “Subsidiary” of any Person means any corporation, partnership, limited liability company, or other organization, whether incorporated or unincorporated, which is controlled by such Person.
- (gg) “Third Party” means any Person that is not a Party or the Related Person of a Party.
- (hh) “Transaction Documents” means the Sale and Purchase Agreement, the Local Conveyances (as defined in the Sale and Purchase Agreement) and each of the documents identified on Schedule 1.01(m) to the Sale and Purchase Agreement.

## ARTICLE 2. ASSIGNMENT OF OWNED INTELLECTUAL PROPERTY

SECTION 2.1 As of the Effective Date, Assignors hereby assign, transfer, convey and deliver (or shall cause their Subsidiaries to assign, transfer, convey and deliver) to Purchaser, and Purchaser hereby accepts, their entire right, title and interest in and to the Owned Intellectual Property, including the following:



- (a) All patents and patent applications that are listed in Appendix 1 (collectively, the “Owned Patents”), each of which will be set forth on the schedule to the global patent assignment document for recording with the applicable local Governmental Authorities (a form of which is attached hereto as Appendix 2).
- (b) The Registered trademarks and trade names that are listed in Appendix 1, each of which will be set forth on the schedule to the global trademark assignment document for recording with the applicable local Governmental Authorities (a form of which is attached hereto as Appendix 3); and all unregistered trademarks, service marks, trade names and trade dress owned by Dow that relate (as of the Effective Date) exclusively to the Business (collectively, the “Owned Trademarks”).
- (c) The trade secrets, including know how, owned by Dow that relate (as of the Effective Date) exclusively to the Business (collectively, the “Owned Know How”).

For the avoidance of doubt, (i) to the extent that an invention upon which any future patent or patent application of Dow is based was included in the Owned Know How, such future patent or patent application shall be deemed to be an Owned Patent hereunder; and (ii) Dow owns trade secrets, know how and databases that are not assigned further to this Agreement but that contain common elements with Owned Know How. The assignment hereunder shall not diminish Dow’s right to own, use, disclose, license or generally exploit such common elements.

In all cases, Owned Intellectual Property excludes: (i) Intellectual Property invented, created or acquired by Dow after the Effective Date, (ii) Excluded IP, and (iii) Intellectual Property related to the Retained Processes.


SECTION 2.2 The assignment pursuant to Section 2.1 is subject to any and all rights and obligations that Dow has granted under the Owned Intellectual Property prior to the Effective Date pursuant to any of the Transferred Contracts or the Partially Transferred Contracts. Purchaser agrees to honor all applicable rights, and comply with all applicable obligations, that (i) Dow has granted prior to the Effective Date under the Owned Intellectual Property, and (ii) Dow expressly retains pursuant to the IP License Agreement and the other Transaction Documents. Purchaser shall cause its Affiliates to comply with this Section 2.2.

SECTION 2.3 Notwithstanding Section 2.1, no assignment under this Agreement shall divide the ownership of U.S. patents and patent applications that are subject to a terminal disclaimer (“Disclaimed Patents”) from the prior U.S. patents or patent applications that such Disclaimed Patents are disclaimed against (“Prior Patents”), so as to render the Disclaimed Patents unenforceable and/or abandoned.

- (a) Disclaimed Patents and Prior Patents linked by one or more terminal disclaimers shall, collectively, be termed a “Patent Group”. If a Patent Group (as a whole) exclusively claims one or more In-Scope Products or In-Scope Processes, then every patent and patent application within such Patent Group shall be deemed to be an Owned Patent and assigned in accordance with Section 2.1.
- (b) If less than all patents and patent applications in a Patent Group exclusively claim one or more In-Scope Products or In-Scope Processes (a “Dow Retained Patent”

Group”), then notwithstanding Section 2.1, all patents and patent applications within the Dow Retained Patent Group shall not be assigned unless and until they are assigned under Section 2.3(b)(3). A purported assignment (and any assignment document executed by Dow pursuant to Section 2.1) that is contrary to the foregoing provision of this Section 2.3(b) shall be void *ab initio*.

- (1) U.S. patents and patent applications listed in Appendix 1 that are subject to this Section 2.3(b) shall be deemed to be Licensed Scope IP in accordance with the terms of the IP License Agreement, until such time as they are assigned to Purchaser as provided in this Section 2.3(b).
  - (2) Upon identification of a Dow Retained Patent Group subject to this Section 2.3(b), the Parties shall cooperate to revoke any assignment documents of Owned Patents within such Dow Retained Patent Group, if necessary to maintain the enforceability and/or pendency of the patents and patent applications within the Dow Retained Patent Group.
  - (3) Assignors shall promptly notify Purchaser if and when it becomes possible to complete an assignment of any Owned Patent which is subject to this Section 2.3(b) without adversely affecting the enforceability and/or pendency of any patent or patent application within the Dow Retained Patent Group of which it is a member. Upon request from Purchaser after receiving such notice, Assignors shall (or shall procure that their relevant Subsidiaries) assign any such Owned Patent on the terms set forth in Section 2.1.
- (c) For avoidance of doubt, this Section 2.3 applies only to U.S. patents and patent applications.

SECTION 2.4 Notwithstanding anything in Section 2.1, no rights are assigned to Purchaser hereunder to the “DOW”, “DOW CHEMICAL”, “THE DOW CHEMICAL COMPANY”, “ROHM AND HAAS”, “UNION CARBIDE” and “UNION CARBIDE CORPORATION” names, together with all variations and acronyms thereof and all trademarks, service marks, Internet domain names, trade names, trade dress, company names and other identifiers of source or goodwill containing, incorporating or associated with any of the foregoing, including, but not limited to, the Dow Diamond logo (i.e., .

### ARTICLE 3. GENERAL PROVISIONS

SECTION 3.1 No Claims. (a) None of Assignors or their Subsidiaries or any of their respective officers, directors, employees or representatives (i) make any representation or warranty in this Agreement, express or implied, at Law or in equity, in respect of the Owned Intellectual Property; or (ii) will have or be subject to any liability or indemnification obligation to Purchaser or any other Person resulting from this Agreement.

- (b) This Agreement is subject in all respects to the terms and conditions of the Sale and Purchase Agreement, and, except as expressly set forth herein, nothing in this Agreement, express or implied, is intended to, or shall be construed to (i) create any additional obligations, covenants, agreements, representations or warranties or

alter, amend, modify, rescind, waive, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of TDCC or Purchaser under, or the terms of, the Sale and Purchase Agreement; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of TDCC or Purchaser provided in or under the Sale and Purchase Agreement.

- (c) The Parties expressly agree that, except as expressly set forth herein, any and all disputes arising out of or in connection with this Agreement will be resolved only in accordance with the dispute resolution provisions of the Sale and Purchase Agreement. The Parties further agree that (i) a Claim will not be valid and cannot be brought with respect to this Agreement unless such Claim constitutes a valid Claim under the Sale and Purchase Agreement; and (ii) none of the Parties, their Related Persons, their representatives or any other Person may bring a Claim under this Agreement and any and all Claims arising out of or in connection with the Owned Intellectual Property or the transactions contemplated in this Agreement must be brought under and in accordance with the terms of the Sale and Purchase Agreement. Each Party shall cause its Related Persons and their representatives to comply with this Section 3.1.

**SECTION 3.2** Further Action. Except as otherwise provided in this Agreement, the Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and to consummate and make effective the transactions contemplated by this Agreement; provided, that, as between the Parties, Purchaser shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Purchaser's right, title and interest in and to the Owned Intellectual Property (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

**SECTION 3.3** Expenses. Except as otherwise provided in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial and other advisors and accountants, incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be borne by the Party incurring such costs and expenses.

**SECTION 3.4** Notices. All notices, requests, Claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service or by facsimile (with a confirmatory copy sent by an internationally recognized overnight courier service) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 3.4):

To Dow:

The Dow Chemical Company  
2030 Dow Center  
Midland, MI 48674  
Facsimile: (989) 636-3237  
Attention: Assistant General Counsel, IP  
Law

To Purchaser:

Braskem America, Inc.  
1735 Market Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19103-7583  
Facsimile: (215) 841-2952  
Attention: Gustavo Sampaio Valverde

with a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022-6069  
Facsimile: (212) 848-7179  
Attention: George A. Casey, Esq.

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
Four Times Square  
New York, New York 10036-6522  
Facsimile: (917) 735-2000  
Attention: Paul T. Schnell  
Michael A. Civale

SECTION 3.5 Public Announcements. None of the Parties to this Agreement shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Parties unless such press release or public announcement is required by Law or applicable stock exchange regulation, in which case the Parties to this Agreement shall, to the extent practicable, consult with each other as to the timing and contents of any such press release, public announcement or communication; provided, however, that the prior written consent of the other Parties shall not be required hereunder with respect to any press release, public announcement or communication that is substantially similar to a press release, public announcement or communication previously issued with the prior written consent of the other Parties.

SECTION 3.6 Headings and References; Construction. In this Agreement, except to the extent otherwise provided or that the context otherwise requires, the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this Agreement to an Article, a Section or an Appendix, such reference is to an Article or Section of, or an Appendix to, this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement have the defined meanings when used in any certificate or other document delivered or made available pursuant hereto, unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the

plural forms of such terms. References to a Person are also to its successors and permitted assigns. References to sums of money are expressed in lawful currency of the United States of America, and "\$" refers to U.S. dollars. If there is any conflict between the Sale and Purchase Agreement and this Agreement, each of the Sale and Purchase Agreement and this Agreement is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Sale and Purchase Agreement shall prevail and control.

SECTION 3.7 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement are consummated as originally contemplated to the greatest extent possible.

SECTION 3.8 Entire Agreement. This Agreement and the Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

SECTION 3.9 Assignment. This Agreement may not be assigned by operation of Law or otherwise without the express written consent of the other Parties (which consent may be granted or withheld in the sole discretion of such Parties), as the case may be, and any attempted assignment without such consent shall be null and void.

SECTION 3.10 Amendment. This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Parties that expressly references the Section of this Agreement to be amended; or (b) by a waiver in accordance with Section 3.11.

SECTION 3.11 Waiver. Any Party to this Agreement may (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b) waive any inaccuracies in the representations and warranties of the other Parties contained herein or in any document delivered by the other Parties pursuant hereto; or (c) waive compliance with any of the agreements of the other Parties or conditions to such Parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party or Parties to be bound thereby. Any waiver of any term or condition hereof shall not be construed as a waiver of any subsequent breach or as a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

SECTION 3.12 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of, and be enforceable by, only the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature

whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 3.13 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware. Except as provided in Section 3.2(b), all Actions, directly or indirectly, arising out of, relating to, or in connection with this Agreement shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action, directly or indirectly, arising out of, relating to, or in connection with this Agreement brought by any Party; (b) agrees that service of process will be validly effected by sending notice in accordance with Section 3.4; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any Claim that (A) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (B) its property is exempt or immune from attachment or execution in the State of Delaware; (C) such Action is brought in an inconvenient forum; (D) the venue of such Action is improper; or (E) this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

SECTION 3.14 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LIABILITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR LIABILITY, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3.14.

SECTION 3.15 Counterparts. This Agreement 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 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf by their duly authorized representatives.

**The Dow Chemical Company**

By Stefan Koch  
Name STEFAN KOCH  
Title DIRECTOR USA

Signature Page to IP Assignment Agreement

TRADEMARK  
REEL: 004670 FRAME: 0114

**Dow Global Technologies LLC**

By Stephen Koch  
Name STEPHAN KOCH  
Title DIRECTOR USA

Signature Page to IP Assignment Agreement

**TRADEMARK**  
**REEL: 004670 FRAME: 0115**




Braskem America, Inc.

By [Signature]  
Name Renato Monteiro  
Title VP Bus Dev and M&A

Signature Page to IP Assignment Agreement

Braskem America, Inc.

By   
Name GUSTAVO ULUGARDI  
Title OFFICER

Signature Page to IP Assignment Agreement

TRADEMARK  
REEL: 004670 FRAME: 0117

APPENDIX 1 – REGISTERED INTELLECTUAL PROPERTY

See attached.

## Patents and Patent Applications

Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	BE	Granted	23 Jun 2000	00/17230	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	CA	Abandon decision	23 Jun 2000	2377008	25 Nov 2008	2377008
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	DE	Granted	23 Jun 2000	60017468.9	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	ES	Abandon decision	23 Jun 2000	00944799.6	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	FR	Granted	23 Jun 2000	00/17230	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	GB	Abandon decision	23 Jun 2000	00/17230	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	IT	Abandon decision	23 Jun 2000	00/17230	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	KR	Granted	23 Jun 2000	2001-7016408	17 Nov 2006	0649809

Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	MX	Granted	23 Jun 2000	2001/013390	28 Oct 2004	223816
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	NL	Abandon decision	23 Jun 2000	00/17230	12 Jan 2005	1263873
60487	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT	US	Granted	23 Jun 2000	09/602329	29 Oct 2002	6472473
60487B	PROPYLENE COPOLYMER FOAMS	US	Granted	12 Dec 2001	10/021774	05 Oct 2004	6800669
60487E	POLYOLEFIN COMPOSITION WITH IMPROVED IMPACT PROPERTIES	US	Granted	25 Oct 2002	10/281409	11 Jan 2005	6841620
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	BE	Granted	07 Oct 2003	03808147.7	16 Aug 2006	1554319
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	BE	Granted	07 Oct 2003	06011743.9	09 Apr 2008	1712571

Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	BE	Granted	07 Oct 2003	06016744.2	03 Mar 2010	1731539
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	CN	Publication of Application	07 Oct 2003	200810149638.6		
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	CN	Granted	07 Oct 2003	200380104872.2	12 Nov 2008	200380104872.2
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	DE	Granted	07 Oct 2003	03808147.7	16 Aug 2006	60320325.6
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	DE	Granted	07 Oct 2003	06011743.9	09 Apr 2008	60320325.6
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	DE	Granted	07 Oct 2003	06016744.2	03 Mar 2010	60331602.6

Case Number	Title	Clty	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	FR	Granted	07 Oct 2003	03808147.7	16 Aug 2006	1554319
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	FR	Granted	07 Oct 2003	06011743.9	09 Apr 2008	1712571
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	FR	Granted	07 Oct 2003	06016744.2	03 Mar 2010	1731539
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	IN	Granted	07 Oct 2003	562/CHENP/2005	25 Apr 2008	219171
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	SE	Granted	07 Oct 2003	03808147.7	16 Aug 2006	1554319
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	SE	Granted	07 Oct 2003	06011743.9	09 Apr 2008	1712571

Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
62669B	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	US	Granted	07 Oct 2003	10/530462	22 Apr 2008	7361720
62669C	HIGHLY CRYSTALLINE POLYPROPYLENE WITH LOW XYLENE SOLUBLES	US	Granted	07 Oct 2003	10/680372	08 Aug 2006	7087680
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	BE	Granted	07 Oct 2004	04794463.2	08 Aug 2007	1675883
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	CA	Filing	07 Oct 2004	2540887		
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	CN	Publication of Application	07 Oct 2004	200480029348.8		
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	DE	Granted	07 Oct 2004	04794463.2	08 Aug 2007	602004008095.0



Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	FR	Granted	07 Oct 2004	04794463.2	08 Aug 2007	1675883
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	IN	Filing	07 Oct 2004	2004033121		
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	MX	Granted	07 Oct 2004	PA/A/06/003931	22 Jan 2008	253696
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	US	Publication of Application	29 May 2009	12/474776		
63557B	POLYPROPYLENE COMPOSITION FOR AIR QUENCHED BLOWN FILMS	US	Granted	07 Oct 2004	10/574729	21 Jul 2009	7563836
68319	POLYPROPYLENE COMPOSITIONS	US	Filing	14 Apr 2010	12/759983		
68387	HIGH GLOSS THERMOFORMED ARTICLE AND PROCESS FOR PRODUCING SAME	US	Publication of Application	23 Aug 2010	12/861146		

Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
68387	HIGH GLOSS THERMOFORMED ARTICLE AND PROCESS FOR PRODUCING SAME	WO	Publication of Application	24 Aug 2010	PCT/US10/046412		
68692	POLYPROPYLENE FOR USE IN BOPP APPLICATIONS	US	Publication of Application	07 Aug 2009	12/537466		
68692	MULTI-REACTOR POLYPROPYLENE WITH BROAD MOLECULAR WEIGHT DISTRIBUTION AND HIGH XYLENE SOLUBLES FOR BIAXIALLY ORIENTED POLYPROPYLENE (BOPP) APPLICATIONS	WO	Publication of Application	07 Jun 2010	PCT/US10/037567		
68951	MULTIMODAL HETEROPHASIC COPOLYMER AND THERMOFORMED ARTICLES FROM SAME	US	Filing	28 Apr 2011	13/096163		
69021	POLYPROPYLENE RESIN SUITABLE FOR SOFT NONWOVEN APPLICATIONS	US	Filing	19 Aug 2010	12/859499		

Case Number	Title	Clty	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
69072	FABRICATED ARTICLES COMPRISING POLYOLEFINS	US	Filing	19 Aug 2010	12/859500		
70198	COMPRESSION BLOW FORMED ARTICLES	US	Filing	30 Dec 2010	61/428260		
70993	PROPYLENE IMPACT COPOLYMERS HAVING GOOD OPTICAL PROPERTIES	US	Filing	24 May 2011	13/114549		
71199	IMPACT COPOLYMER COMPOSITIONS FOR USE IN CORRUGATED BOARD	US	Filing	25 May 2011	13/115619		
62274C	PROCESS AND APPARATUS FOR DEPOSITING PLASMA COATING ONTO A CONTAINER	BR	Filing	10 Nov 2003	PI0315487.4		
62274C	PROCESS AND APPARATUS FOR DEPOSITING PLASMA COATING ONTO A CONTAINER	CN	Granted	10 Nov 2003	200380103073.3	07 Nov 2007	200380103073.3

Case Number	Title	Clty	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
62274C	PROCESS AND APPARATUS FOR DEPOSITING PLASMA COATING ONTO A CONTAINER	IN	Filing	10 Nov 2003	1943/CHENP/2007		
62274C	PROCESS AND APPARATUS FOR DEPOSITING PLASMA COATING ONTO A CONTAINER	IN	Granted	10 Nov 2003	861/CHENP/2005	15 May 2008	220079
63805A	PROCESS FOR PLASMA ASSISTED COATING A NANOCOMPOSITE OBJECT	CA	Filing	19 Sep 2006	2622429		
63805A	PROCESS FOR PLASMA ASSISTED COATING A NANOCOMPOSITE OBJECT	EP	Publication of Application	19 Sep 2006	06825021.6		
63805A	PROCESS FOR PLASMA ASSISTED COATING A NANOCOMPOSITE OBJECT	US	Publication of Application	19 Sep 2006	12/064524		
64017B	PROCESS FOR PLASMA COATING A POLYPROPYLENE OBJECT	EP	Publication of Application	10 Apr 2006	06749667.9		

Case Number	Title	Ctry	Current Status	Filing Date	Filing Number	Grant Date	Grant Number
64017B	PROCESS FOR PLASMA COATING A POLYPROPYLENE OBJECT	MX	Publication of Application	10 Apr 2006	MX/A/07/013849		
64017B	PROCESS FOR PLASMA COATING A POLYPROPYLENE OBJECT	US	Publication of Application	10 Apr 2006	11/913619		
66598	PROCESS FOR PLASMA COATING A POLYPROPYLENE OBJECT	EP	Publication of Application	08 Oct 2008	08839515.7		
66598	PROCESS FOR PLASMA COATING A POLYPROPYLENE OBJECT	US	Publication of Application	08 Oct 2008	12/682952		
71384	FABRICATED ARTICLES COMPRISING POLYOLEFINS	WO	Filing	19 Jul 2011	PCT/US11/044517		

## Trademark Registrations and Applications

INSPIRE	Argentina	Registered	1746582	28-Jul-1999	2126319	16-Jan-1998
INSPIRE	Australia	Registered	740667	04-Aug-1997	740667	04-Aug-1997
INSPIRE	Austria	Registered	173672	28-Jan-1998	AM396997	21-Jul-1997
INSPIRE	Benelux	Registered	0577283	26-Sep-1995	0856321	26-Sep-1995
INSPIRE	Brazil	Registered	818829826	22-Aug-2006	818829826	06-Oct-1995
INSPIRE	Canada	Registered	TMA496131	16-Jun-1998	847289	09-Jun-1997
INSPIRE	Chile	Registered	826914	10-Mar-1998	383695	17-Jul-1997
INSPIRE	China	Registered	1222045	14-Nov-1998	0084033	12-Aug-1997
INSPIRE	Denmark	Registered	VR199704653	31-Oct-1997	VA19970357 4	15-Jul-1997
INSPIRE	Finland	Registered	210392	30-Jun-1998	T199700290 6	16-Jul-1997
INSPIRE	France	Registered	95589716	26-Sep-1995	95589716	26-Sep-1995
INSPIRE	Germany	Registered	39539426	17-Feb-1997	395394260	27-Sep-1995
INSPIRE	Hong Kong	Registered	199909917	09-Oct-1998	13441	09-Oct-1998
INSPIRE	India	Registered	765764	17-Jan-2005	765764	04-Aug-1997
INSPIRE	Italy	Registered	0001146112	23-Jul-1997	004638	11-Oct-1995
INSPIRE	Mexico	Registered	507635	24-Oct-1995	244146	28-Sep-1995
INSPIRE	New Zealand	Registered	280354	30-Jan-1998	280354	31-Jul-1997
INSPIRE	Norway	Registered	198045	17-Jun-1999	19975906	17-Jul-1997
INSPIRE	Paraguay	Registered	317337	20-Mar-1998	13718	10-Jul-1997
INSPIRE	Poland	Registered	R121664	24-Jan-2001	176126	22-Jul-1997
INSPIRE	Portugal	Registered	312863	08-Aug-1996	312863	04-Oct-1995
INSPIRE	Russian Federation	Registered	175138	19-May-1999	97711723	05-Aug-1997
INSPIRE	Singapore	Registered	T9810270G	09-Oct-1998	S1027098	09-Oct-1998
INSPIRE	South Africa	Registered	9711023	13-Mar-2001	9711023	22-Jul-1997
INSPIRE	South Korea	Registered	422692	22-Sep-1998	97036338	05-Aug-1997
INSPIRE	South Korea	Registered	367233	30-Jun-1997	39950	20-Oct-1995
INSPIRE	Spain	Registered	1988649	05-Mar-1996	1988649	04-Oct-1995
INSPIRE	Sweden	Registered	331896	23-Jul-1999	9706592	15-Jul-1997
INSPIRE	Switzerland	Registered	446032	14-Oct-1997	03673	12-May-1997
INSPIRE	Taiwan	Registered	818776	01-Oct-1998	86044704	28-Aug-1997
INSPIRE	Thailand	Registered	KOR74222	26-Jun-1998	342027	22-Aug-1997
INSPIRE	United Kingdom	Registered	2038330	26-Jul-1996	2038330	25-Sep-1995
INSPIRE	United States of America	Registered	2173345	14-Jul-1998	75003980	02-Oct-1995
INSPIRE	Uruguay	Registered	388973	27-May-1998	296830	16-Jul-1997
INSPIRE & CH	Japan	Registered	3361070	21-Nov-1997	H07104488	09-Oct-1995

APPENDIX 2 – FORM OF PATENT ASSIGNMENT AGREEMENT

**PATENT ASSIGNMENT AGREEMENT**

This PATENT ASSIGNMENT AGREEMENT (this “Assignment”), dated as of \_\_\_\_\_, 2011, is entered into by and between THE DOW CHEMICAL COMPANY, a Delaware corporation (“TDCC”), DOW GLOBAL TECHNOLOGIES LLC, a Delaware limited liability company (“DGTL”; together with TDCC, “Assignor”), and BRASKEM AMERICA, INC., a Delaware corporation (“Assignee”) (each, a “Party,” and collectively, the “Parties”).

WHEREAS, Assignee and TDCC have entered into a Sale and Purchase Agreement dated as of July 27, 2011 (“Sale and Purchase Agreement”; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Sale and Purchase Agreement), pursuant to which TDCC has agreed to sell, and Assignee has agreed to purchase, the Transferred Assets; and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to the patents and patent applications identified on Schedule A hereto (the “Patents”), and Assignee desires to receive the Patents from Assignor.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the Parties agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby receives from Assignor, all of Assignor’s right, title and interest in and to the Patents.

2. Further Action. The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and to consummate and make effective the transactions contemplated by this Assignment; provided, that, as between the Parties, Assignee shall be responsible for the preparation of such documents and other instruments that may be necessary to record and/or perfect Assignee’s right, title and interest in and to the Patents (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

3. 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 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.

4. Conflict. If there is any conflict between the Sale and Purchase Agreement and this Assignment, each of the Sale and Purchase Agreement and this

Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Sale and Purchase Agreement shall prevail and control.

5. No Claims. (a) None of Assignor or any of its respective officers, directors, employees or representatives (i) make any representation or warranty in this Assignment, express or implied, at Law or in equity, in respect of the Patents; or (ii) will have or be subject to any liability or indemnification obligation to Assignee or any other Person resulting from this Assignment.

(b) This Assignment is subject in all respects to the terms and conditions of the Sale and Purchase Agreement, and nothing in this Assignment, express or implied, is intended to, or shall be construed to (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, rescind, waive, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of TDCC or Assignee under, or the terms of, the Sale and Purchase Agreement; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of TDCC or Assignee provided in or under the Sale and Purchase Agreement.

(c) The Parties expressly agree that any and all disputes arising out of or in connection with this Assignment will be resolved only in accordance with the dispute resolution provisions of the Sale and Purchase Agreement. The Parties further agree that (i) a claim will not be valid and cannot be brought with respect to this Assignment unless such claim constitutes a valid claim under the Sale and Purchase Agreement; and (ii) none of the Parties, their representatives or any other Person may bring a claim under this Assignment and any and all claims arising out of or in connection with the Patents or the transactions contemplated in this Assignment must be brought under and in accordance with the terms of the Sale and Purchase Agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware. All Actions, directly or indirectly, arising out of, relating to, or in connection with this Assignment shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action, directly or indirectly, arising out of, relating to, or in connection with this Assignment brought by any Party; (b) agrees that service of process will be validly effected by sending notice in accordance with the provisions of the Sale and Purchase Agreement; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any claims that (A) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (B) its property is exempt or immune from attachment or execution in the State of Delaware; (C) such Action is brought in an inconvenient forum; (D) the venue of such Action is improper; or (E) this Assignment or the transactions



contemplated by this Assignment may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

7. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LIABILITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR LIABILITY, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.

*[Signatures follow on next page]*

IN WITNESS THEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Dow Chemical Company (Assignor)**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Dow Global Technologies LLC (Assignor)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Braskem America, Inc. (Assignee)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Braskem America, Inc. (Assignee)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Patent No.</b>	<b>Application No.</b>

APPENDIX 3 – FORM OF TRADEMARK ASSIGNMENT AGREEMENT

**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”) is effective as of \_\_\_\_\_, 2011 (the “Effective Date”) by and between THE DOW CHEMICAL COMPANY, a Delaware corporation (“Assignor”), and BRASKEM AMERICA, INC., a Delaware corporation (“Assignee”) (each, a “Party,” and collectively, the “Parties”).

**BACKGROUND**

WHEREAS, Assignor and Assignee have entered into a Sale and Purchase Agreement, dated as of July 27, 2011 (the “Sale and Purchase Agreement”; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Sale and Purchase Agreement), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase the Transferred Assets; and

WHEREAS, pursuant to the Sale and Purchase Agreement, Assignor desires to assign all of Assignor’s right, title and interest in, to and under the trademarks listed on the attached Schedule A (herein defined as “Trademarks”) to Assignee, and Assignee desires to acquire all of Assignor’s right, title and interest in, to and under the Trademarks.

**TERMS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor’s right, title and interest in, to and under the Trademarks, together with all of the goodwill symbolized by or associated exclusively with the Trademarks, including all associated trademark rights and other indicia of origin held by Assignor, together with all registrations and applications for registration of the Trademarks, all claims, demands, rights of recovery, damages or profit that Assignor has or may have for past or future infringements, 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 recover in its own name and that of its successors and/or assigns.

2. Further Action. Assignor and Assignee shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the transactions contemplated hereby, including execution of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national trademark offices of each country shall be on the Assignee and the Assignee shall bear the cost of filing such assignments.

3. Acknowledgement. The Parties acknowledge that the assignment hereunder is subject to the rights and obligations that Dow has granted under the Trademarks prior to the Effective Date, including that certain INSPIRE Trademark License Agreement between The Dow Chemical Company and Styron LLC dated April 1, 2010.

4. Conflict. If there is any conflict between the Sale and Purchase Agreement and this Assignment, each of the Sale and Purchase Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Sale and Purchase Agreement shall prevail and control.

5. No Claims. (a) None of Assignor or any of its respective officers, directors, employees or representatives (i) make any representation or warranty in this Assignment, express or implied, at Law or in equity, in respect of the Trademarks; or (ii) will have or be subject to any liability or indemnification obligation to Assignee or any other Person resulting from this Assignment.

(b) This Assignment is subject in all respects to the terms and conditions of the Sale and Purchase Agreement, and nothing in this Assignment, express or implied, is intended to, or shall be construed to (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, rescind, waive, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of Assignor or Assignee under, or the terms of, the Sale and Purchase Agreement; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignor or Assignee provided in or under the Sale and Purchase Agreement.

(c) The Parties expressly agree that any and all disputes arising out of or in connection with this Assignment will be resolved only in accordance with the dispute resolution provisions of the Sale and Purchase Agreement. The Parties further agree that (i) a claim will not be valid and cannot be brought with respect to this Assignment unless such claim constitutes a valid claim under the Sale and Purchase Agreement; and (ii) none of the Parties, their representatives or any other Person may bring a claim under this Assignment and any and all claims arising out of or in connection with the Trademarks or the transactions contemplated in this Assignment must be brought under and in accordance with the terms of the Sale and Purchase Agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware. All Actions, directly or indirectly, arising out of, relating to, or in connection with this Assignment shall be heard and determined exclusively in the Court of Chancery of the State of Delaware; provided, however, that if such court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Delaware state court or United States federal court sitting in the State of Delaware. Consistent with the preceding sentence, each of the Parties hereby (a) submits to the exclusive jurisdiction of any federal or state court sitting in the State of Delaware for the purpose of any Action, directly or indirectly, arising out of, relating to, or in connection with this Assignment brought by any Party; (b) agrees that



service of process will be validly effected by sending notice in accordance with the provisions of the Sale and Purchase Agreement; (c) irrevocably waives and releases, and agrees not to assert by way of motion, defense, or otherwise, in or with respect to any such Action, any claim that (A) such Action is not subject to the subject matter jurisdiction of at least one of the above-named courts; (B) its property is exempt or immune from attachment or execution in the State of Delaware; (C) such Action is brought in an inconvenient forum; (D) the venue of such Action is improper; or (E) this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above-named courts; and (d) agrees not to move to transfer any such Action to a court other than any of the above-named courts.

7. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LIABILITY, DIRECTLY OR INDIRECTLY, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT. EACH OF THE PARTIES HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY SUCH ACTION OR LIABILITY, SEEK TO ENFORCE THE FOREGOING WAIVER; AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH.

8. 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 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.

*[Signatures follow on next page]*

IN WITNESS THEREOF, the Parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Dow Chemical Company (Assignor)**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Braskem America, Inc. (Assignee)**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**Braskem America, Inc. (Assignee)**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

SCHEDULE A

TRADEMARKS

<b>Trademark</b>	<b>Country</b>	<b>Registration / Application #</b>

#### APPENDIX 4 – RETAINED PROCESSES

- Processes used for blending or compounding Polypropylene
- Solution polymerization processes
- High pressure polymerization processes