

02/13/2012



103640615

Form PTO-1594 (Rev. 11-08)

OMB Collection 0651-0027 (exp. 12/31/2011)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

| RECORDATION FORM COVER SHEET<br>TRADEMARKS ONLY  |   |
|--|---|
| To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.   |   |
| <b>1. Name of conveying party(ies):</b><br>Orion Engineered Carbons GmbH<br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership<br><input type="checkbox"/> Corporation- State: _____<br><input checked="" type="checkbox"/> Other <u>Company</u><br>Citizenship (see guidelines) <u>Germany</u><br>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <b>2. Name and address of receiving party(ies)</b><br>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Name: <u>UBS Limited</u><br>Internal Address: _____<br>Street Address: <u>1 Finsbury Avenue</u><br>City: <u>London</u><br>State: _____<br>Country: <u>United Kingdom</u> Zip: <u>EC2M 2PP</u><br><input type="checkbox"/> Association      Citizenship _____<br><input type="checkbox"/> General Partnership      Citizenship _____<br><input type="checkbox"/> Limited Partnership      Citizenship _____<br><input type="checkbox"/> Corporation      Citizenship _____<br><input checked="" type="checkbox"/> Other <u>Bank</u> Citizenship <u>United Kingdom</u><br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Designations must be a separate document from assignment) |
| <b>3. Nature of conveyance (Execution Date(s) :</b><br>Execution Date(s) <u>9/9/2011</u><br><input type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input checked="" type="checkbox"/> Other <u>See attached</u>  |   |
| <b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b><br>A. Trademark Application No.(s) _____<br>B. Trademark Registration No.(s) <u>1790904, 952511, 1266752, 2215063, 2806388, 2423288</u><br>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |   |
| <b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b><br><br>  |   |
| <b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b><br>Name: <u>CT Hep Solutions</u><br>Internal Address: _____<br>Street Address: <u>187 Wolf Road, Ste. 101</u><br>City: <u>Albany</u><br>State: <u>New York</u> Zip: <u>12205</u><br>Phone Number: <u>(800) 342-3676</u><br>Fax Number: <u>(800) 962-7049</u><br>Email Address: _____  | <b>6. Total number of applications and registrations involved:</b> <u>6</u><br><b>7. Total fee (37 CFR 2.6(b)(8) &amp; 3.41)</b> <u>\$165.00</u><br><u>CREDIT CARD</u><br><input checked="" type="checkbox"/> Authorized to be charged to <del>deposit</del> account<br><input type="checkbox"/> Enclosed<br><b>8. Payment Information:</b><br>Deposit Account Number <u>8605 1640</u><br>Authorized User Name <u>10/13</u>   |
| <b>9. Signature:</b> <u>[Signature]</u> November 21, 2011<br>Signature<br><u>Shaun Wang, Linklaters LLP, 1345 Avenue of the Americas, New York, NY 10105</u><br>Name of Person Signing<br>Total number of pages including cover: <u>41</u><br>Total number of attachments, and document: <u>12</u>   |   |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
 REEL: 004746 FRAME: 0045

Corrective assignment to correct the nature of conveyance previously recorded at reel 04624 frame 0001. The assignor hereby confirms the Security agreement.

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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

|   |  |  |  |
|---|--|--|--|
| <b>1. Name of conveying party(ies):</b><br><br>Orion Engineered Carbons GmbH<br><br><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association<br><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership<br><input type="checkbox"/> Corporation- State: _____<br><input checked="" type="checkbox"/> Other Company _____<br>Citizenship (see guidelines) <u>Germany</u><br>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | <b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes<br>Additional names, addresses, or citizenship attached? <input type="checkbox"/> No<br><br>Name: <u>UBS Limited</u><br>Internal _____<br>Address: _____<br>Street Address: <u>1 Finsbury Avenue</u><br>City: <u>London</u><br>State: _____<br>Country: <u>United Kingdom</u> Zip: <u>EC2M 2PP</u><br><input type="checkbox"/> Association Citizenship _____<br><input type="checkbox"/> General Partnership Citizenship _____<br><input type="checkbox"/> Limited Partnership Citizenship _____<br><input type="checkbox"/> Corporation Citizenship _____<br><input checked="" type="checkbox"/> Other Bank _____ Citizenship <u>United Kingdom</u><br>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br>(Designations must be a separate document from assignment) |  |
| <b>3. Nature of conveyance / Execution Date(s):</b><br>Execution Date(s) <u>September 9, 2011</u><br><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger<br><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name<br><input type="checkbox"/> Other _____  |  | <b>4. Application number(s) or registration number(s) and Identification or description of the Trademark:</b><br>A. Trademark Application No.(s)<br>See Attached.<br>B. Trademark Registration No.(s)<br>See Attached.<br>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  |  |
| <b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b><br>Name: <u>CT Lien Solutions</u><br>Internal Address: _____<br>Street Address: <u>187 Wolf Rd Ste 101</u><br>City: <u>Albany</u><br>State: <u>NY</u> Zip: <u>12205</u><br>Phone Number: <u>800-342-3676</u><br>Fax Number: <u>800-962-7049</u><br>Email Address: _____  |  | <b>6. Total number of applications and registrations involved:</b> <u>6</u><br><br><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41):</b> <u>\$165-</u><br><input checked="" type="checkbox"/> Authorized to be charged to<br><input type="checkbox"/> Enclosed  |  |
| <b>9. Signature:</b><br><u>Shawn Wang</u><br>Signature<br><u>Shawn Wang, Linklaters LLP, 1345 Avenue of the Americas, New York, NY 10105</u><br>Name of Person Signing  |  | <b>8. Payment Information:</b><br>Deposit Account Number <u>5683</u><br>Authorized User Name <u>10/12</u><br>September 12, 2011<br>Date<br>Total number of pages including cover sheet, attachments, and document: <u>57</u>   |  |

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AGREEMENT ON THE SECURITY ASSIGNMENT OF INTELLECTUAL  
PROPERTY RIGHTS  
(SICHERUNGSABTRETUNGSVERTRAG)

Dated 9 September 2011

Orion Engineered Carbons GmbH

as Assignor

and

UBS Limited  
as Security Agent

Linklaters

Ref. L-189110

Linklaters LLP

TRADEMARK

REEL: 004624 FRAME: 0045  
TRADEMARK

REEL: 004746 FRAME: 0048

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THIS ASSIGNMENT AGREEMENT (the "**Agreement**") is dated 9 September 2011 and made between:

- (1) Orion Engineered Carbons GmbH (formerly Evonik Carbon Black GmbH), a company incorporated under the laws of Germany and registered with the commercial register at the local court of Essen under HRB 22234, with business address at Rodenbacher Chausse 4, 63457 Hanau as assignor (the "**Assignor**"); and
- (2) UBS Limited as security agent (the "**Security Agent**").

**Preamble**

- (A) The Assignor is owner of certain intellectual property rights.
- (A) By a super senior revolving facility agreement dated 10 June 2011, as amended, modified or supplemented from time to time (the "**Revolving Facility Agreement**"), UBS Limited as agent, Barclays Capital, the investment banking division of Barclays Bank PLC, Goldman Sachs International and UBS Limited (together the "**Mandated Lead Arrangers**") as arrangers, the Security Agent and the lenders named therein have agreed to provide to, *inter alia*, Kinove German Bondco GmbH ("**Bondco**") and Kinove German Bidco GmbH a revolving credit facility in the amount of up to USD 250,000,000, such facility being guaranteed (subject to any applicable limitation language) by, *inter alia*, the Assignor, who has acceded to the Revolving Facility Agreement as additional guarantor by entering into an accession deed dated on or about the date of this Agreement.
- (B) Some or all parties of the Revolving Facility Agreement may enter into a new facility agreement for the purpose of refinancing of the Revolving Facility Agreement (each a "**Credit Facility**").
- (C) On or about the date of this Agreement, *inter alia*, Bondco, the Assignor, Deutsche Trustee Company Limited as trustee and the Security Agent have entered into an Indenture (the "**Indenture**") in relation to the issue of EUR 355,000,000 (interest rate 10.000 %) and additional USD 350,000,000 (interest rate 9.625 %) senior secured notes due 2018 (together the "**Senior Secured Notes**" as defined in the Intercreditor Agreement). On 27 July 2011, *inter alia*, Bondco, Orion Engineered Carbons International GmbH (formerly Blitz F11-zwei-acht GmbH) ("**Newco**"), Deutsche Trustee Company Limited as trustee and the Security Agent have entered into a supplemental indenture with respect to the Senior Secured Notes. On or about the date of this Agreement, *inter alia*, Bondco, the Assignor, Deutsche Trustee Company Limited as trustee and the Security Agent have entered into a further supplemental indenture with respect to the Senior Secured Notes.
- (D) From time to time in addition Pari Passu Debt Documents (as defined in the Intercreditor Agreement) may be entered into.
- (E) On 17 June 2011, Goldman Sachs International, UBS Limited and Barclays Bank Plc (the "**Initial Purchasers**"), Bondco and others have entered into a purchase agreement with respect to the Senior Secured Notes (the "**Purchase Agreement**") under which the Initial Purchasers have agreed to purchase the Senior Secured Notes, to which Newco acceded under an accession agreement dated 27 July 2011 and to which the Assignor has acceded under an accession agreement on or about the date of this Agreement. On 10 June 2011, *inter alia*, the Revolving Facility Agent, the Security Agent, the Finance Parties (as defined in the Revolving Facility Agreement) and certain original debtors have entered into an intercreditor agreement regarding their respective claims under the Revolving Facility Agreement, each Credit Facility, the Bridge Facility Agreement, the Indenture, the Senior

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Secured Notes, the Purchase Agreement, the Pari Passu Debt Documents and/or certain related documents (the "Intercreditor Agreement"). On 26 July 2011 the Notes Trustee and each Initial Purchaser has acceded as a party to the Intercreditor Agreement and on or about the date of this Agreement, the Assignor has acceded to the Intercreditor Agreement.

- (F) The terms of the Intercreditor Agreement provide for a separate and independent obligation of any Debtor (as defined in the Intercreditor Agreement) to pay to the Security Agent an amount which will be equal at any time to the aggregate of all amounts owed at such time by the Debtor under the Senior Secured Finance Document (as defined in the Intercreditor Agreement) to any Secured Party (as defined in the Intercreditor Agreement) (the "Parallel Debt").
- (G) It is a condition precedent under clause 4.1 of the Revolving Facility Agreement and under clause 5(m) of the Purchase Agreement that the Assignor enters into this agreement.
- (H) It is the intention of the Assignor to secure all claims of the Secured Parties against the Assignor under the Senior Secured Finance Documents (as defined in the Intercreditor Agreement) including the claims arising under the Parallel Debt (as defined in the Intercreditor Agreement) by way of a security assignment (*Sicherungsabtretung*) of intellectual property rights of the Assignor.
- (I) The Security Agent will hold and administer the security created under this Agreement for the benefit of the Secured Parties subject to the terms of the Intercreditor Agreement.

**It is agreed as follows:**

Capitalised terms used herein and not otherwise defined shall have the meaning assigned to them in the Facility Agreement.

**1 Assignment****1.1 Assignment of Intellectual Property Rights**

To secure all claims of the Finance Parties as described in Clause 1.3 (*Secured Claims*) below, the Assignor assigns as security to the Security Agent:

- 1.1.1 all its present and future patents (*Patente*), trademarks (*Marken*), utility models (*Gebrauchsmuster*), rights to inventions (*Erfindungen*), designs (*Geschmacksmuster*), signs (*Kennzeichen*), domain names (*Domainnamen*), licenses (*Lizenzen*), copyrights (*Urheberrechte*) and related rights (*verwandte Schutzrechte*) and any other intellectual property rights, in particular, but not limited to, the registered intellectual property rights listed in the Annex (*List of Transferred Rights*) (together, the "IP Rights");
- 1.1.2 any current or future rights associated with the IP Rights, including expectancy rights, rights under filings for registration and rights to registration;
- 1.1.3 any current and future right of use, exploitation or licensing relating to the IP Rights; and
- 1.1.4 any current and future claims against third parties arising from the use or exploitation of the IP Rights (the rights and claims referred to and transferred under this sub paragraph 1.1.2 to 1.1.4 (inclusive), together with the IP Rights hereinafter referred to as the "Transferred Rights").

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To the extent an assignment for security under Clause 1.1 (*Assignment of Intellectual Property Rights*) is not effective under any applicable law, the Assignor hereby grants to the Security Agent, to the extent legally possible and permissible, a worldwide, exclusive, unlimited, transferable and sub-licensable exploitation right to such Transferred Rights. Provisions of this Agreement regarding the Transferred Rights shall apply to this exploitation right *mutatis mutandis*.

**1.3 Secured Claims**

1.3.1 The Transferred Rights shall secure all existing and future claims (including conditional (*bedingt*) and time limited (*befristet*) claims) against the Assignor held by the Secured Parties and the Security Agent arising under or in connection with the Senior Secured Finance Documents including the claims held by the Security Agent arising under the Parallel Debt (the "**Secured Claims**").

1.3.2 The term Senior Secured Finance Documents as referred to in Clause 1.3.1 (*Secured Claims*) above shall mean Senior Secured Finance Documents as extended (including by way of increase of existing tranches or by including new tranches) from time to time to which the Assignor hereby explicitly consents.

1.3.3 The Secured Claims shall include in particular any claims for the payment of principal, interest, costs, fees and damages based on contract, unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*).

**1.4 Acceptance**

The Security Agent hereby accepts the assignment and grant of rights under this clause.

**2 Use of Transferred Rights****2.1 Right to use**

The Security Agent hereby authorises the Assignor to use the Transferred Rights and to grant licences or sub-licences to third parties with respect to the Transferred Rights in the ordinary course of business (*gewöhnlicher Geschäftsbetrieb*) and with the care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmanns*).

**2.2 Revocation**

The Security Agent may revoke such authorisation upon the occurrence of an Enforcement Event (as defined in Clause 7.1).

**3 Registration**

3.1 The Assignor shall continue to be registered, if the Assignor is registered, as the owner of registered Transferred Rights in the respective registers. Notwithstanding the Assignor's representation in Clause 5.2, all parties to this Agreement acknowledge that, at the date of signing this Agreement, the Assignor may not be registered as the owner of all registered Transferred Rights.

3.2 Subject to Clause 3.1, the Security Agent is entitled, upon the occurrence of an Enforcement Event (as defined in Clause 7.1), to arrange, at the Assignor's cost, for the

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registration of the Security Agent or a third party designated by the Security Agent in the respective registers. The Assignor consents in advance to such registration of the Security Agent or a third party designated by the Security Agent including those registrations where a third party is registered as the owner of Transferred Right as referred to in Clause 3.1.

- 3.3** The Assignor shall, at its own cost, make all statements and take all actions which are required for the registration under Clause 3.2, in particular to submit to the Security Agent or to a third party designated by the Security Agent declarations of consent (*Eintragungsbewilligungen*) in the required form for the registration of the Security Agent or a third party designated by the Security Agent in the respective registers.

**4 Information**

- 4.1** The Assignor shall at its own cost provide to the Security Agent no later than one month after the end of each calendar year upon prior request from the Security Agent or, following the occurrence of an Enforcement Event (as defined in Clause 7.1) upon request by the Security Agent in shorter time periods updated lists of the Transferred Rights. The lists shall be in the form of the Annex to this Agreement.

For the avoidance of doubt, the assignment pursuant to Clause 1 (*Assignment*) above shall be effective irrespective of whether the relevant Transferred Right has been included in the list.

- 4.2** Upon reasonable request of the Security Agent, the Assignor shall provide to the Security Agent:

- 4.2.1** certified extracts from the registers where Transferred Rights are registered;
- 4.2.2** copies of the documents from the register confirming the registration of a Transferred Right or the granting of a Transferred Right;
- 4.2.3** copies of filed applications for registration of a Transferred Right; and
- 4.2.4** any other information in relation to the Transferred Rights.

- 4.3** If the Assignor employs a third party for its bookkeeping and/or data-processing, the Assignor hereby authorises the Security Agent to obtain the lists directly from such third party at the Assignor's expense.

**5 Representations**

The Assignor represents that:

- 5.1** the Assignor has the power to execute and perform its obligations under this Agreement and all necessary corporate, shareholder and other action has been taken to authorise the execution and performance of the same;
- 5.2** at the date of signing this Agreement, the Transferred Rights comprise all intellectual property rights that are material to the business of the Assignor, with exception to some material intellectual property rights, which are owned by Orion Engineered Carbons Co., Ltd. (Korea) being subject to a separate agreement;
- 5.3** it is the owner of the patents and trademarks listed in the Annex and the owner or beneficiary of the other material existing Transferred Rights (including licenses) and the



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existing Transferred Rights that are material for the business of the Transferor are free from any liens, encumbrances (other than the encumbrances hereby created);

- 5.4 all fees and expenses (in particular registration fees and renewal fees) and taxes in relation to the existing material Transferred Rights are paid as well as all formal or procedural actions required to maintain the existing Transferred Rights are taken;
- 5.5 the execution of this Agreement by the Assignor and the exercise of its rights and performance of its obligations hereunder does not violate any provision of applicable law, any provision of the Assignor's articles of association, any decree of any court or arbitral tribunal (*Schiedsgericht*) or of any material contractual undertaking to which the Assignor is a party or which is binding upon the Assignor or any of its assets;
- 5.6 the transferability of the Transferred Rights is not restricted in any way (other than by operation of mandatory law), in particular that the Transferred Rights have not been previously assigned (this does not include a representation on the previous registration, whether required for the effectiveness of the previous transfer or not);
- 5.7 to the Assignor's best knowledge, the Transferred Rights are currently not subject to any infringement action;
- 5.8 this Agreement creates valid and binding obligations of the Assignor;
- 5.9 this Agreement will create a valid first priority security over those Transferred Rights (subject to co-ownership) that are subject to German law securing the payment of the Secured Claims in favour of the Security Agent; and
- 5.10 the list of Transferred Rights set out in the Annex (*List of Transferred Rights*) shows all material patents (*Patente*) and material trademarks (*Marken*) that are solely or partly held by the Assignor at the date hereof.

**6 General Undertakings**

The Assignor undertakes:

- 6.1 to take without undue delay after signing of this Agreement all necessary and economically reasonable steps (considering difficulties and special requirements in different countries) to effect the update of the relevant registers to the effect that they show the Assignor as the owner of the existing material patents and trademarks and to provide the Security Agent with evidence that such registration has been effected without undue delay after this has been confirmed by the relevant registers, each to the extent that the patents and trademarks are material for the business of the Assignor (the Assignor may allow other patents and trademarks to lapse and cancel them in the register in the ordinary course of business (*gewöhnlicher Geschäftsbetrieb*));
- 6.2 to take all necessary and reasonable steps for the maintenance or the proper registration of all patents and trademarks to the extent that they are or can be registered and to the extent that they are material for the business of the Assignor (the Assignor may allow other patents and trademarks to lapse and cancel them in the register in the ordinary course of business (*gewöhnlicher Geschäftsbetrieb*)), including the payment of any annual or renewal fees (*Jahres- und Verlängerungsgebühren*) or application fees (*Anmeldegebühren*) to the relevant authority provided that the Security Agent shall be authorised, but not obliged to pay, at the expense of the Assignor, any fees due for that purpose;

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- 6.3 upon the reasonable request of the Security Agent to deliver evidence to the Security Agent in respect of the timely payment of all fees necessary to maintain the Transferred Rights as set forth in Clause 6.2;
- 6.4 to use the Transferred Rights, if applicable, in co-ordination with a third party being the registered owner, as registered continuously, without interruptions, in order to ensure and maintain the validity of the Transferred Rights, unless this is commercially not desirable or otherwise required by law;
- 6.5 to reasonably defend, in its own name, or, if applicable, in co-ordination with a third party being the registered owner, the material Transferred Rights with the diligence of a prudent businessman against attacks and infringements of third parties provided that the Security Agent shall be authorised to assert, at its sole discretion, before the courts or competent authorities any claims against third parties arising from the Transferred Rights in its own name;
- 6.6 to inform the Security Agent of any notification and any correspondence with the registration authorities or third parties if a material Transferred Right may be impaired, endangered or contested thereby;
- 6.7 to orderly file any documentation, notification and registration in its business premises in connection with the Transferred Rights in files; the Security Agent shall be entitled to inspect such documentation at any time; and
- 6.8 to inform the Security Agent promptly in the case that a third party claims or pretends to own any of the Transferred Rights, or of any attachment (*Pfändung*) in respect of any of the Transferred Rights or any other measures which may materially impair or jeopardise the rights of the Security Agent relating thereto. In the event of an attachment, the Assignor undertakes to forward to the Security Agent without undue delay a copy of the attachment order (*Pfändungsbeschluss*), the transfer order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment. The Assignor shall inform the attaching creditor immediately of the transfer of the Transferred Rights.

## 7 Enforcement

### 7.1 Enforcement Event

If (i) the Secured Claims become due and payable in whole or in part and (ii) an Event of Default has occurred and is continuing and an acceleration notice under any Senior Secured Finance Document has been submitted to any Obligor or the Secured Claims become due and payable in whole or in part by operation of law in the event of the opening of insolvency proceedings in respect of an Obligor (an "Enforcement Event"), the Security Agent is entitled to enforce its rights under this Agreement.

### 7.2 Notification of Enforcement

The Security Agent shall notify the Assignor seven (7) calendar days prior to any enforcement of the Transferred Rights unless:

- (i) the Assignor generally has ceased to make payments (*Zahlungseinstellung*);
- (ii) an application has been filed for the opening of insolvency proceedings (*Antrag auf Eröffnung eines Insolvenzverfahrens*) over the assets of the Assignor; or

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- (iii) it is necessary in the opinion of the Security Agent to protect the legitimate interests of the Secured Parties,

in which cases no notification of the Assignor will be required.

**7.3 Assistance**

7.3.1 Upon request of the Security Agent the Assignor shall promptly provide the Security Agent with all documents of title and other documents relating to the Transferred Rights including but not limited to technical information and know how necessary to exploit the Transferred Rights concerned as well as all information about improvements of the Transferred Rights. If requested by the Security Agent the Assignor will give representatives of the Security Agent or of a third party named by the Security Agent access to its premises and facilities for the purpose of exchanging the aforementioned information and know how.

7.3.2 If the Security Agent sells the Transferred Rights pursuant to this Clause 7 it may take all measures and enter into all agreements, which it considers to be expedient in connection with such sale.

7.3.3 Upon request of the Security Agent the Assignor shall sell the Transferred Rights for and on behalf of the Security Agent and shall promptly deliver to the Security Agent any proceeds recovered in such sale.

**7.4 Application of Proceeds**

The Security Agent will use any proceeds received from realisation of the Transferred Rights for the settlement of the Secured Claims. To the extent that the Security Agent is obliged by law to pay tax on the proceeds received, proceeds shall first be applied in order to discharge such tax and only secondly in order to discharge the Secured Claims. Any amount exceeding the Secured Claims will be paid to the Assignor upon complete and irrevocable satisfaction of all Secured Claims.

**7.5 Recourse claims**

The Assignor undertakes vis-à-vis the Security Agent not to seek satisfaction for any recourse claim it may have against any Obligor or any other grantor of security as a result of the realisation of the Transferred Rights under this Agreement or any payment made by the Assignor in respect of any Secured Claims unless and until all Secured Claims have been fully and finally discharged.

**8 Retransfer of Transferred Rights****8.1 Satisfaction of Secured Claims**

Upon complete and irrevocable satisfaction of the Secured Claims, the Security Agent shall (at the Assignor's cost) retransfer any Transferred Rights to the Assignor and shall pay out to the Assignor realisation proceeds which exceed the sum outstanding under the Secured Claims. The Security Agent will, however, transfer any of the Transferred Rights to a third party if so required by law.

**Execution Version****9 Continuation****9.1 Continuing Security**

This Agreement shall create continuing security and any change or amendment whatsoever to the Senior Secured Finance Documents or any document or agreement relating thereto shall neither affect the validity of this Agreement nor the obligations which are imposed on the Assignor pursuant to it. The same applies, for the avoidance of doubt, in the event of a temporary expiration of the Secured Claims.

**9.2 Transfer**

Waiving § 418 of the German Civil Code (*Bürgerliches Gesetzbuch*) (applied by analogy), the Assignor agrees that the security created hereunder shall not be affected by any transfer, novation or assumption of obligations of any Obligor arising under or in connection with the Senior Secured Finance Documents to, or by, any third party.

**9.3 Substitution of the Security Agent**

The Assignor undertakes to enter into any agreement required by the Security Agent and otherwise to do whatever is required by the Security Agent if the Security Agent transfers its rights and obligations under the Senior Secured Finance Documents (including the claims arising under the Parallel Debt) wholly or partially to a third party. In particular, the Security Agent may require the Assignor to create new assignments over the Receivables in favour of the third party or another person designated by the Security Agent. To the extent that the Security Agent transfers its rights and obligations under the Senior Secured Finance Documents (including the claims arising under the Parallel Debt) to a third party, the Security Agent may also transfer its rights and obligations under this Agreement, to which the Assignor hereby explicitly consents.

**10 Notices and Communication**

Any notice and other communication under or in connection with the matters contemplated by this Agreement must be made in the English language either in writing (by fax or letter), by electronic mail or attached as an electronic photocopy to electronic mail requiring confirmation of receipt either in writing or by electronic mail, respectively. Until a change of address has been notified to the other parties hereto in writing, any communication under this Agreement must be sent

if directed to the Assignor:

Mr Charles Herlinger  
Orlon Engineered Carbons GmbH (formerly Evonik Carbon Black GmbH)  
Rodenbacher Chaussee 4  
63457 Hanau-Wolfgang  
Germany

Fax +49 6181 59 713428  
charlesherlinger@yahoo.com,

with Pdf copy to:

Mr Lucas P. Flynn  
flynn@rhonogroup.com and  
Claus von Hermann-Spürck  
vonhermann@triton-partners.com, respectively

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if directed to the Security Agent, to:

Address: 100 Liverpool Street, London, EC2M 2RH

Fax number: +44 (0)20 7568 4664

For the attention of: Judith Campbell

**11 Miscellaneous****11.1 Interpretation**

In case of doubt, the meaning of the German expressions used in this Agreement prevails over the meaning of the English expressions to which they relate.

**11.2 Remedies Cumulative**

No failure or delay on the part of the Security Agent to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall any single or any partial exercise of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

**11.3 Reimbursement and Costs**

The Assignor undertakes to reimburse the Security Agent on demand for all costs and expenses incurred in connection with the negotiation, preparation, printing, execution and amendment of this Agreement, the enforcement of the Receivables and the exercise of any other rights of the Security Agent incurred by the Security Agent in connection with this Agreement. The Assignor also bears all costs (including legal fees) arising in connection with this Agreement.

**11.4 Partial Invalidity**

If any of the provisions of this Agreement is or becomes invalid or unenforceable in whole or in part for whatever reason, including a violation of any laws applicable to it, the validity of the other provisions hereof and any other Senior Secured Finance Document is not and shall not be affected. In the event of an invalid, unenforceable or impractical (*wirtschaftlich unmöglich*) provision, such provision shall be replaced by a valid, enforceable and practical provision or arrangement, that corresponds as closely as possible to the invalid, unenforceable or impractical provision and to the parties' economic aims pursued by and reflected in this Agreement. The same applies in the event that this Agreement does not contain a provision necessary to achieve the economic purpose expressed in this Agreement (*Regelungslücke*).

**11.5 Conclusion of this Agreement**

**11.5.1** This Agreement may be concluded by an exchange of signed signature page(s), transmitted by way of fax, computer fax or attached as an electronic photocopy to electronic mail.

**11.5.2** If the Agreement is to be concluded pursuant to Clause 11.5.1 (*Conclusion of this Agreement*) above, each party to this Agreement shall transmit its signed signature page(s) to Linklaters LLP, Berlin office (the "Recipient") addressed to Adriana zur Nedden by electronic mail to [adriana.zur\\_nedden@linklaters.com](mailto:adriana.zur_nedden@linklaters.com) or by facsimile to +49 30 21496 89 351. The Recipient acting as an authorised receiving agent (*Empfangsbote*) will forward the signature pages to all parties to this Agreement by

## Execution Version

one of the means of communication referred to in Clause 11.5.1 (*Conclusion of this Agreement*) above. The Agreement shall be deemed to be concluded as soon as all parties to this Agreement have received signature pages of all other parties to this Agreement (*Zugang*). Promptly after receipt of all signature pages by the parties to this Agreement, each party to this Agreement shall confirm such receipt.

11.5.3 For the purposes of Clause 11.5.2 (*Conclusion of this Agreement*) above, each party to this Agreement authorises the Recipient to receive on its behalf the signature page(s) from all other parties to this Agreement as an authorised receiving agent (*Empfangsbote*). For the avoidance of doubt, the Recipient shall have no further duties connected with its position as Recipient (In particular, without limitation, the Recipient shall be under no obligation to examine the genuineness of the signatures or the authorisation of the signatories).

11.5.4 For the purposes of proof and confirmation only, the Security Agent may request that one or several originals of this Agreement shall be signed by the parties to this Agreement.

## 11.6 Changes

Changes, amendments and waivers of any provision of this Agreement including this Clause 11.6 (*Changes*) are only valid if made in writing, unless notarisation or another form is required by law. As written form an exchange of signed signature pages, transmitted by way of fax, computer fax or attached as an electronic photocopy to a electronic mail shall be sufficient. However, in the case of faxes, computer faxes or electronic photocopies attached to electronic mail, any party may require that any declaration made by fax, computer fax or electronic photocopy attached to electronic mail shall be confirmed by a letter or, in the event of the conclusion or the amendment of an agreement, that all parties sign an original copy of such agreement.

## 11.7 Governing Law

11.7.1 This Agreement is governed by the laws of the Federal Republic of Germany.

11.7.2 Any non-contractual rights and obligations arising out of or in connection with this Agreement shall also be governed by the laws of the Federal Republic of Germany.

## 11.8 Jurisdiction

The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement; but excluding any dispute in relation to the existence, validity or enforceability of the Secured Claims). This Clause 11.8 (*Jurisdiction*) is for the benefit of the Security Agent only. The Security Agent may commence proceedings in any other court with jurisdiction.

Signature page follows on next page.

Execution Version

This Agreement has been entered into at the date stated at the beginning of this Agreement.



Orion Engineered Carbons GmbH (formerly  
Evonik Carbon Black GmbH)

Name: *HERLINGER*

Title: *CEO*

UBS Limited

Name:

Title:

A13983477

TRADEMARK  
REEL: 004624 FRAME: 0056  
TRADEMARK  
REEL: 004746 FRAME: 0059

**This Agreement has been entered into at the date stated at the beginning of this Agreement.**

**Title:**

TRADEMARK  
REEL: 004624 FRAME: 0057  
TRADEMARK  
REEL: 004746 FRAME: 0060



Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

6 Total

| CC | Country       | Trademark     | MMA-Countries  | Registration | Registration no. | Objection        | Registered Holder        | Applied for registration of new Holder |
|----|---------------|---------------|--|--------------|------------------|------------------|--------------------------|--|
| DE | Germany       | DERUSSOL      |  | 4/11/1951    | 606 466          | under opposition | Evonik Carbon Black GmbH |  |
| WO | International | DERUSSOL      | AT, BA, BX, CH, CZ, DE, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RO, RS, SI, SK, SM, VN | 5/31/1968    | 346 412          |                  | Evonik Carbon Black GmbH |  |
| CN | China         | DUREX (chin.) |  | 2/21/2010    | 6135666          |                  | Evonik Degussa GmbH      | 01.07.2011                             |
| CN | China         | DUREX (chin.) |  | 2/21/2010    | 6135661          |                  | Evonik Degussa GmbH      | 01.07.2011                             |
| CN | China         | DUREX         |  |              | 6135654          |                  | Evonik Degussa GmbH      | 01.07.2011                             |
| CN | China         | DUREX         |  | 2/21/2010    | 6135655          |                  | Evonik Degussa GmbH      | 01.07.2011                             |
| DE | Germany       | DUREX         |  | 5/29/1953    | 638 959          |                  | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country                | Trademark | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|------------------------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| DK | Denmark                | DUREX     |               | 10/15/1960   | VR024321960      |           | Evonik Carbon Black GmbH |  |
| FI | Finland                | DUREX     |               | 1/20/1961    | 36166            |           | Evonik Degussa GmbH      | 26.04.2011                             |
| GR | Greece                 | DUREX     |               | 7/17/1959    | 23693            |           | Evonik Degussa GmbH      | 18.05.2011                             |
| IE | Ireland                | DUREX     |               | 5/3/1988     | 120880           |           | Evonik Carbon Black GmbH |  |
| IL | Israel                 | DUREX     |               | 5/5/1991     | 63854            |           | Evonik Carbon Black GmbH |  |
| PL | Poland                 | DUREX     |               | 3/11/1988    | R62043           |           | Evonik Carbon Black GmbH |  |
| RU | The Russian Federation | DUREX     |               | 2/23/1987    | 80762            |           | Evonik Carbon Black GmbH |  |
| SE | Sweden                 | DUREX     |               | 2/20/1959    | 86560            |           | Evonik Degussa GmbH      | 04.05.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark     | MMA Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|---------------|--|--------------|------------------|-----------|--------------------------|--|
| TR | Turkey        | DUREX         |  | 5/21/1959    | 78999            |           | Evonik Carbon Black GmbH |  |
| WO | International | DUREX         | AT, BA, BG, BX, CH, CZ, DE, EG, FR, HR, HU, IL, LI, MA, MC, ME, MK, RO, RS, SI, SK, SM, VN | 4/23/1959    | 2R219 381        |           | Evonik Carbon Black GmbH |  |
| CN | China         | CORAX (chin.) |  | 3/28/2010    | 6554922          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| CN | China         | CORAX (chin.) |  | 3/28/2010    | 6554921          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| CN | China         | CORAX (chin.) |  |              | 6554920          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| AR | Argentina     | CORAX         |  | 5/31/1994    | 2001977          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AU | Australia     | CORAX         |  | 3/21/1994    | A625382          |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0004

TRADEMARK

REEL: 004746 FRAME: 0063

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country                      | Trademark | MMA-Countries              | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|------------------------------|-----------|----------------------------|-------------------|------------------|-----------|--------------------------|--|
| WG | International                | CORAX     | BG, BY, CU, KZ, RU, UA, VN | 2/22/1991         | 567 730          |           | Evonik Carbon Black GmbH |  |
| BR | Brazil                       | CORAX     |                            | 8/25/1992         | 815756798        |           | Degussa AG               | 14.07.2011                             |
| BW | Botswana                     | CORAX     |                            | 3/2/1988          | 10201            |           | Evonik Degussa GmbH      |  |
| CA | Canada                       | CORAX     |                            | 5/7/1985          | 302788           |           | Evonik Carbon Black GmbH |  |
| CD | Democratic Republic of Congo | CORAX     |                            | 11/20/1986        | 811/86           |           | Degussa AG               | 21.07.2011                             |
| CL | Chile                        | CORAX     |                            | 3/27/1991         | 598.468          |           | Evonik Degussa GmbH      | 27.05.2011                             |
| CN | China                        | CORAX     |                            | 7/30/1984         | 211096           |           | Evonik Degussa GmbH      | 01.07.2011                             |
| DE | Germany                      | CORAX     |                            | 3/10/1953         | 635 501          |           | Evonik Carbon Black GmbH |  |
| EM | European Community           | CORAX     |                            | 10/22/2001        | 001834571        |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country               | Trademark     | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------------------|---------------|---------------|--------------|------------------|-----------|--------------------------|--|
| GH | Ghana                 | CORAX         |               | 10/6/1986    | 23665            |           | Evonik Degussa GmbH      | 17.05.2011                             |
| HK | Hong Kong             | CORAX (chin.) |               | 2/13/2008    | 301050579        |           | Evonik Carbon Black GmbH |  |
| ID | Indonesia             | CORAX         |               | 3/28/2002    | 502949           |           | Evonik Degussa GmbH      | 06.06.2011                             |
| IL | Israel                | CORAX         |               | 5/7/1990     | 62448            |           | Evonik Carbon Black GmbH |  |
| IL | Israel                | CORAX         |               | 11/20/1989   | 62449            |           | Evonik Carbon Black GmbH |  |
| IN | India                 | CORAX         |               | 3/19/2001    | 547384           |           | Evonik Degussa GmbH      | 18.05.2011                             |
| JP | Japan                 | CORAX         |               | 6/2/2000     | 4388220          |           | Evonik Carbon Black GmbH |  |
| KE | Kenya                 | CORAX         |               | 1/20/1987    | 34672            |           | Evonik Degussa GmbH      | 12.05.2011                             |
| KR | The Republic of Korea | CORAX         |               | 4/19/2000    | 468349           |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country   | Trademark | MMA-Countries | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------|-----------|---------------|-------------------|------------------|-----------|--------------------------|--|
| LK | Sri Lanka | CORAX     |               | 10/19/1993        | 68286            |           | Evonik Degussa GmbH      |  |
| LK | Sri Lanka | CORAX     |               | 10/19/1993        | 68265            |           | Evonik Degussa GmbH      |  |
| LK | Sri Lanka | CORAX     |               | 10/19/1993        | 68264            |           | Evonik Degussa GmbH      |  |
| MW | Malawi    | CORAX     |               | 9/25/1986         | 22486            |           | Evonik Degussa GmbH      | 10.05.2011                             |
| MX | Mexico    | CORAX     |               | 11/18/1994        | 479722           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MY | Malaysia  | CORAX     |               | 3/19/1991         | 91001678         |           | Evonik Degussa GmbH      |  |
| NA | Namibia   | CORAX     |               | 4/17/1987         | 860686SWA        |           | Evonik Carbon Black GmbH |  |
| NG | Nigeria   | CORAX     |               | 10/10/1986        | 50622            |           | Evonik Carbon Black GmbH |  |
| NO | Norway    | CORAX     |               | 10/29/1992        | 153127           |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0007

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REEL: 004746 FRAME: 0066

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country     | Trademark | MMA-Countries | Registration No. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-------------|-----------|---------------|------------------|-----------|--------------------------|--|
| NZ | New Zealand | CORAX     |               | 208813           |           | Evonik Carbon Black GmbH |  |
| OA | OAPI        | CORAX     |               | 26766            |           | Evonik Degussa GmbH      |  |
| PH | Philippines | CORAX     |               | 61448            |           | Evonik Carbon Black GmbH |  |
| PK | Pakistan    | CORAX     |               | 106164           |           | Evonik Degussa GmbH      | 30.05.2011                             |
| SG | Singapore   | CORAX     |               | 226094           |           | Evonik Degussa GmbH      | 09.05.2011                             |
| SZ | Swaziland   | CORAX     |               | 221988           |           | Evonik Carbon Black GmbH |  |
| TH | Thailand    | CORAX     |               | 135689           |           | Evonik Degussa GmbH      | 13.07.2011                             |
| TN | Tunisia     | CORAX     |               | EE950981         |           | Evonik Carbon Black GmbH |  |
| TR | Turkey      | CORAX     |               | 182976           |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0008

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REEL: 004746 FRAME: 0067

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark | MMA Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-----------|--|--------------|------------------|-----------|--------------------------|--|
| TW | Taiwan        | CORAX     |  | 1/16/1998    | 791978           |           | Evonik Carbon Black GmbH |  |
| TZ | Tanzania      | CORAX     |  | 9/30/1986    | 20053            |           | Evonik Degussa GmbH      | 26.05.2011                             |
| UG | Uganda        | CORAX     |  | 11/23/1987   | 16629            |           | Evonik Degussa GmbH      | 22.06.2011                             |
| US | U.S.A.        | CORAX     |  | 8/31/1993    | 1790904          |           | Evonik Carbon Black GmbH |  |
| VE | Venezuela     | CORAX     |  | 6/10/1994    | 166038           |           | Evonik Degussa GmbH      | 25.05.2011                             |
| WO | International | CORAX     | AT, BA, BX, CH, CZ, DZ, EG, ES, FR, HR, HU, IT, LV, MA, ME, MK, PT, RO, RS, RU, SI, SK | 7/4/1955     | 2R186011         |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa  | CORAX     |  | 12/14/1987   | 863698           |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0009

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REEL: 004746 FRAME: 0068



Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country              | Trademark | MMA Countries | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------------------|-----------|---------------|-------------------|------------------|-----------|--------------------------|--|
| ZA | South Africa         | CORAX     |               | 12/14/1987        | 863699           |           | Evonik Carbon Black GmbH |  |
| ZM | Zambia               | CORAX     |               | 7/31/1987         | 18686            |           | Evonik Degussa GmbH      | 17.05.2011                             |
| ZW | Zimbabwe             | CORAX     |               | 12/29/1986        | 64486            |           | Evonik Degussa GmbH      | 17.05.2011                             |
| AE | United Arab Emirates | PRINTEX   |               | 6/8/2011          |                  |           | Evonik Carbon Black GmbH |  |
| AE | United Arab Emirates | PRINTEX   |               |                   |                  |           | Evonik Carbon Black GmbH |  |
| IL | Israel               | PRINTEX   |               | 2/3/1993          | 74162            |           | Evonik Carbon Black GmbH |  |
| JP | Japan                | PRINTEX   |               | 9/29/1983         | 1615176          |           | Evonik Carbon Black GmbH |  |
| AL | Albania              | PRINTEX   |               | 3/28/1990         | 4645             |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0010

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REEL: 004746 FRAME: 0069

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country   | Trademark | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| AR | Argentina | PRINTEX   |               | 8/11/1978    | 1708945          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AR | Argentina | PRINTEX   |               | 8/4/1978     | 1708944          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AU | Australia | PRINTEX   |               | 6/6/1975     | 267335           |           | Evonik Carbon Black GmbH |  |
| BR | Brazil    | PRINTEX   |               | 12/21/1999   | 819905887        |           | Degussa AG               | 14.07.2011                             |
| CA | Canada    | PRINTEX   |               | 1/10/1986    | 310396           |           | Evonik Carbon Black GmbH |  |
| CL | Chile     | PRINTEX   |               |              |                  |           | Evonik Carbon Black GmbH |  |
| CN | China     | PRINTEX   |               | 4/13/1998    | 1166311          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| DE | Germany   | PRINTEX   |               | 8/19/1953    | 680.680          |           | Evonik Carbon Black GmbH |  |
| DK | Denmark   | PRINTEX   |               | 3/1/1958     | VR004031958      |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0011

TRADEMARK

REEL: 004746 FRAME: 0070

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country   | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| EE | Estonia   | PRINTEX   |               | 9/6/1994     | 12846            |           | Evonik Carbon Black GmbH |  |
| ES | Spain     | PRINTEX   |               | 10/20/1980   | 921460           |           | Evonik Degussa GmbH      | 29.04.2011                             |
| FI | Finland   | PRINTEX   |               | 1/21/1991    | 110466           |           | Evonik Degussa GmbH      | 26.04.2011                             |
| GE | Georgia   | PRINTEX   |               | 8/9/1995     | 815              |           | Evonik Carbon Black GmbH |  |
| HK | Hong Kong | PRINTEX   |               | 11/24/1989   | B3543/1989       |           | Evonik Carbon Black GmbH |  |
| HK | Hong Kong | PRINTEX   |               | 11/24/1989   | B3544/1989       |           | Evonik Carbon Black GmbH |  |
| ID | Indonesia | PRINTEX   |               | 12/31/1997   | IDM000110807     |           | Evonik Degussa GmbH      | 06.06.2011                             |
| IL | Israel    | PRINTEX   |               | 5/7/1990     | 62454            |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country               | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------------------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| IN | India                 | PRINTEX   |               |              |                  |           | Evonik Carbon Black GmbH |  |
| JP | Japan                 | PRINTEX   |               | 9/30/1982    | 1541634          |           | Evonik Carbon Black GmbH |  |
| KR | The Republic of Korea | PRENTEX   |               | 6/5/1998     | 403513           |           | Evonik Carbon Black GmbH |  |
| KS | Kosovo                | PRINTEX   |               |              |                  |           | Evonik Degussa GmbH      | 21.06.2011                             |
| LT | Lithuania             | PRINTEX   |               | 10/17/1994   | 12516            |           | Evonik Degussa GmbH      | 11.06.2011                             |
| MO | Macao                 | PRINTEX   |               | 1/25/1988    | 2546M            |           | Evonik Degussa GmbH      |  |
| MO | Macao                 | PRINTEX   |               | 1/25/1988    | 2547M            |           | Evonik Degussa GmbH      |  |
| MX | Mexico                | PRINTEX   |               | 8/9/1994     | 468941           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MX | Mexico                | PRINTEX   |               | 8/5/1991     | 397929           |           | Evonik Degussa GmbH      | 07.06.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country                | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|------------------------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| MY | Malaysia               | PRINTEX   |               | 4/7/1997     | 97004417         |           | Evonik Degussa GmbH      |  |
| OM | Oman                   | PRINTEX   |               | 12/29/1996   | 4170             |           | Evonik Degussa GmbH      | 09.07.2011                             |
| PE | Peru                   | PRINTEX   |               | 1/21/1972    | 10976            |           | Evonik Degussa GmbH      | 06.06.2011                             |
| PE | Peru                   | PRINTEX   |               | 1/21/1972    | 10411            |           | Evonik Degussa GmbH      | 06.06.2011                             |
| RU | The Russian Federation | PRINTEX   |               | 5/30/1966    | 31236            |           | Evonik Carbon Black GmbH |  |
| SA | Saudi Arabia           | PRINTEX   |               |              |                  |           | Evonik Carbon Black GmbH |  |
| SA | Saudi Arabia           | PRINTEX   |               |              |                  |           | Evonik Carbon Black GmbH |  |
| SE | Sweden                 | PRINTEX   |               | 12/20/1957   | 83968            |           | Evonik Degussa GmbH      | 04.05.2011                             |
| TW | Taiwan                 | PRINTEX   |               | 11/1/1968    | 32523            |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark | MMA-Countries  | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-----------|--|-------------------|------------------|-----------|--------------------------|--|
| UA | Ukraine       | PRINTEX   |  | 9/15/1993         | 1166             |           | Evonik Carbon Black GmbH |  |
| US | U.S.A.        | PRINTEX   |  | 2/6/1973          | 0952511          |           | Evonik Carbon Black GmbH |  |
| VE | Venezuela     | PRINTEX   |  | 8/27/2001         | 234123           |           | Evonik Degussa GmbH      | 25.05/2011                             |
| WO | International | PRINTEX   | AT, BA, BX, BY, CH, CZ, DE, DZ, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RO, RS, SI, SK, SM, VN | 9/30/1957         | 203 667          |           | Evonik Carbon Black GmbH |  |
| WO | International | PRINTEX   | AT, BA, BX, BY, CH, CZ, DE, DZ, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RO, RS, SI, SK, SM, VN | 9/30/1957         | 203 667          |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0015

TRADEMARK

REEL: 004746 FRAME: 0074

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country        | Trademark | MMA-Countries  | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------------|-----------|--|-------------------|------------------|-----------|--------------------------|--|
| ZA | South Africa   | PRINTEX   |  |                   |                  |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa   | PRINTEX   |  |                   |                  |           | Evonik Carbon Black GmbH |  |
| WO | International  | CORASOL   | AT, BA, BX, CH, EG, FR, HR, HU, IT, LI, MA, MC, ME, RO, RS, SI, SM, VN | 11/22/1961        | 2R249 848        |           | Evonik Carbon Black GmbH |  |
| AR | Argentina      | COLCOLOR  |  | 12/27/1989        | 1810174          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| GB | United Kingdom | COLCOLOR  |  | 6/28/1972         | 994341           |           | Evonik Carbon Black GmbH |  |
| AR | Argentina      | COLCOLOR  |  | 4/30/1992         | 1882579          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AR | Argentina      | COLCOLOR  |  | 12/18/1998        | 1710679          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| DE | Germany        | COLCOLOR  |  | 2/3/1971          | 877 596          |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0016

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REEL: 004746 FRAME: 0075

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country        | Trademark | MMA Countries | Registration | Registration no | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------------|-----------|---------------|--------------|-----------------|-----------|--------------------------|--|
| DK | Denmark        | COLCOLOR  |               | 9/29/1972    | VR031441972     |           | Evonik Carbon Black GmbH |  |
| FI | Finland        | COLCOLOR  |               | 12/30/1974   | 63277           |           | Evonik Degussa GmbH      | 26.04.2011                             |
| GB | United Kingdom | COLCOLOR  |               | 5/28/1971    | 975636          |           | Evonik Carbon Black GmbH |  |
| IL | Israel         | COLCOLOR  |               | 1/8/1991     | 64807           |           | Evonik Carbon Black GmbH |  |
| IL | Israel         | COLCOLOR  |               | 6/24/1990    | 64806           |           | Evonik Carbon Black GmbH |  |
| NO | Norway         | COLCOLOR  |               | 12/6/1972    | 86661           |           | Evonik Carbon Black GmbH |  |
| SE | Sweden         | COLCOLOR  |               | 7/21/1972    | 140093          |           | Evonik Degussa GmbH      | 04.05.2011                             |
| TN | Tunisia        | COLCOLOR  |               | 4/7/1971     | EE060779        |           | Evonik Carbon Black GmbH |  |



Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark   | MMA-Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-------------|--|--------------|------------------|-----------|--------------------------|--|
| WO | International | COLCOLOR    | AT, BA, BX, CH, CZ, EG, ES, FR, HR, HU, IT, LI, MA, MC, ME, MK, PT, RS, SI, SK, SM, VN | 4/7/1971     | 380 274          |           | Evonik Carbon Black GmbH |  |
| DE | Germany       | TACK        |  | 12/29/1975   | 939 335          |           | Evonik Carbon Black GmbH |  |
| WO | International | TACK        | AT, BX, CH, FR, IT, PT   | 3/4/1976     | R421 367         |           | Evonik Carbon Black GmbH |  |
| CA | Canada        | EFWEKO      |  | 8/9/1985     | 305724           |           | Evonik Carbon Black GmbH |  |
| DE | Germany       | EFWEKO      |  | 9/7/1977     | 962 551          |           | Evonik Carbon Black GmbH |  |
| IL | Israel        | EFWEKO      |  | 2/8/1990     | 62452            |           | Evonik Carbon Black GmbH |  |
| DE | Germany       | VOSSEN-BLAU |  | 12/15/1980   | 1 011 732        |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0018

TRADEMARK

REEL: 004746 FRAME: 0077

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country        | Trademark     | MMA Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------------|---------------|--|--------------|------------------|-----------|--------------------------|--|
| GB | United Kingdom | VOSEN-BLAU    |  | 5/11/1987    | 1309494          |           | Evonik Carbon Black GmbH |  |
| GR | Greece         | VOSEN-BLAU    |  | 10/18/1982   | 68079            |           | Evonik Degussa GmbH      | 18.05.2011                             |
| PL | Poland         | VOSEN-BLAU    |  | 12/12/1981   | 58477            |           | Evonik Carbon Black GmbH |  |
| US | U.S.A.         | VOSEN-BLAU    |  | 2/14/1984    | 1266752          |           | Evonik Carbon Black GmbH |  |
| WO | International  | VOSEN-BLAU    | AM, AT, BX, BY, CH, DE, ES, FR, HU, IT, KG, MD, RU, TJ | 1/13/1981    | 458 458          |           | Evonik Carbon Black GmbH |  |
| CN | China          | PUREX (china) |  | 2/21/2010    | 6135662          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| CN | China          | PUREX (china) |  | 2/21/2010    | 6135653          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| JP | Japan          | PUREX         |  | 9/26/2003    | 4713534          |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country               | Trademark              | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------------------|------------------------|---------------|--------------|------------------|-----------|--------------------------|--|
| BR | Brazil                | PUREX                  |               | 3/13/2007    | 823615138        |           | Degussa AG               | 14.07.2011                             |
| CN | China                 | PUREX (und chinesisch) |               | 8/28/2007    | 4248642          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| DE | Germany               | PUREX                  |               | 8/2/2002     | 30230454         |           | Evonik Carbon Black GmbH |  |
| EM | European Community    | PUREX                  |               | 3/30/2000    | 1078054          |           | Evonik Carbon Black GmbH |  |
| IN | India                 | PUREX                  |               | 7/27/2000    | 942873           |           | Evonik Degussa GmbH      | 18.05.2011                             |
| JP | Japan                 | PUREX                  |               | 9/26/2003    | 4713534          |           | Degussa AG               |  |
| KR | The Republic of Korea | PUREX                  |               | 11/13/2003   | 565370           |           | Evonik Carbon Black GmbH |  |
| MY | Malaysia              | PUREX                  |               | 7/31/2000    | 00010449         |           | Evonik Degussa GmbH      |  |
| TH | Thailand              | PUREX                  |               | 9/25/2001    | 139394           |           | Evonik Degussa GmbH      | 13.07.2011                             |
| TR | Turkey                | PUREX                  |               | 8/10/1995    | 162493           |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark      | MMA Countries                  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|----------------|--------------------------------|--------------|------------------|-----------|--------------------------|--|
| TW | Taiwan        | PUREX          |                                | 10/16/2001   | 964695           |           | Evonik Carbon Black GmbH |  |
| TW | Taiwan        | PUREX          |                                | 10/16/2001   | 964695           |           | Evonik Carbon Black GmbH |  |
| WO | International | PUREX          | AT, BX, CH, CZ, ES, FR, IT, PL | 9/8/1995     | 644 534          |           | Evonik Carbon Black GmbH |  |
| CN | China         | ECORAX (chin.) |                                | 7/21/2010    | 6943690          |           | Evonik Degussa GmbH      | 01.07.2011                             |
| DE | Germany       | ECORAX         |                                | 4/1/2010     | 30 2010 008 589  |           | Evonik Carbon Black GmbH |  |
| HK | Hong Kong     | ECORAX (chin.) |                                | 9/9/2008     | 301197487        |           | Evonik Carbon Black GmbH |  |
| WO | International | ECORAX         |                                | 4/23/2010    | 1 041 770        |           | Evonik Carbon Black GmbH |  |
| BR | Brazil        | ECORAX         |                                | 10/31/2006   | 819934399        |           | Degussa AG               | 14.07.2011                             |
| CN | China         | ECORAX (chin.) |                                | 3/28/2010    | 6554937          |           | Evonik Degussa GmbH      | 01.07.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country               | Trademark     | NMA-Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------------------|---------------|--|--------------|------------------|-----------|--------------------------|--|
| DE | Germany               | ECORAX        |  | 4/7/1997     | 397 01 906       |           | Evonik Carbon Black GmbH |  |
| HK | Hong Kong             | ECORAX (chm.) |  | 2/13/2008    | 301050560        |           | Evonik Carbon Black GmbH |  |
| JP | Japan                 | ECORAX        |  | 8/1/2000     | 4408419          |           | Evonik Carbon Black GmbH |  |
| KR | The Republic of Korea | ECORAX        |  | 1/13/1998    | 429464           |           | Evonik Carbon Black GmbH |  |
| US | U.S.A.                | ECORAX        |  | 1/5/1999     | 2,216,063        |           | Evonik Carbon Black GmbH |  |
| WO | International         | ECORAX        | AT, BA, BG, BX, BY, CH, CN, CZ, EG, ES, FR, HR, HU, IT, LV, ME, PL, PT, RO, RS, RU, SI, SK, UA | 5/16/1997    | 675 275          |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa          | ECORAX        |  | 5/22/1997    | 9707647          |           | Evonik Carbon Black GmbH |  |

TRADEMARK

REEL: 004624 FRAME: 0022

TRADEMARK

REEL: 004746 FRAME: 0081

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country   | Trademark | MMA Countries | Registration Date | Registration No. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------|-----------|---------------|-------------------|------------------|-----------|--------------------------|--|
| DE | Germany   | NIPex     |               | 1/12/1999         | 398 55 686       |           | Evonik Carbon Black GmbH |  |
| AR | Argentina | NIPex     |               | 9/16/2003         | 1950907          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AR | Argentina | NIPex     |               | 9/16/2003         | 1950908          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| BR | Brazil    | NIPex     |               |                   |                  |           | Degussa AG               | 14.07.2011                             |
| BR | Brazil    | NIPex     |               | 1/22/2008         | 824903960        |           | Degussa AG               | 14.07.2011                             |
| CA | Canada    | NIPex     |               | 12/23/2004        | 629058           |           | Evonik Carbon Black GmbH |  |
| CL | Chile     | NIPex     |               | 1/13/2003         | 654426           |           | Evonik Degussa GmbH      | 27.05.2011                             |
| CL | Chile     | NIPex     |               | 1/13/2003         | 654427           |           | Evonik Degussa GmbH      | 27.05.2011                             |
| DE | Germany   | NIPex     |               | 9/16/2002         | 302 38 921       |           | Evonik Carbon Black GmbH |  |
| JP | Japan     | NIPex     |               | 6/13/2003         | 4681457          |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark | MMA Countries  | Registration no. | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-----------|--|------------------|------------------|-----------|--------------------------|--|
| MX | Mexico        | NIPex     |  | 9/30/2002        | 764076           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MX | Mexico        | NIPex     |  | 9/30/2002        | 764077           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| US | U.S.A.        | NIPex     |  | 1/20/2004        | 2806388          |           | Evonik Carbon Black GmbH |  |
| WO | International | NIPex     | AT, BA, BG, BX, BY, CH, CN, CZ, ES, FR, HR, HU, IT, LI, ME, MK, PL, PT, RO, RS, RU, SG, SI, SK, SL | 10/25/2002       | 791 936          |           | Evonik Carbon Black GmbH |  |
| AU | Australia     | HIBLACK   |  | 11/22/1999       | 814708           |           | Evonik Carbon Black GmbH |  |
| BR | Brazil        | HIBLACK   |  | 12/2/2008        | 822360187        |           | Degussa AG               | 14.07.2011                             |
| CA | Canada        | HIBLACK   |  | 8/6/2001         | 549312           |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country               | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-----------------------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| CL | Chile                 | HIBLACK   |               | 6/9/2000     | 569.837          |           | Evonik Degussa GmbH      | 27.05.2011                             |
| CO | Colombia              | HIBLACK   |               | 6/1/2001     | 237993           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| DE | Germany               | HIBLACK   |               | 9/9/1999     | 399.36.437       |           | Evonik Carbon Black GmbH |  |
| EC | Ecuador               | HIBLACK   |               | 8/29/2000    | 579900           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| EM | European Community    | HIBLACK   |               | 1/16/2001    | 001401694        |           | Evonik Carbon Black GmbH |  |
| HK | Hong Kong             | HIBLACK   |               | 11/22/1999   | B13877/2000      |           | Evonik Carbon Black GmbH |  |
| KR | The Republic of Korea | HIBLACK   |               | 6/20/2001    | 495868           |           | Evonik Carbon Black GmbH |  |
| MX | Mexico                | HIBLACK   |               | 1/31/2000    | 640987           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MY | Malaysia              | HIBLACK   |               | 12/1/1999    | 99012156         |           | Evonik Degussa GmbH      |  |



Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark | MMA Countries  | Registration | Registration no | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-----------|--|--------------|-----------------|-----------|--------------------------|--|
| PH | Philippines   | HIBLACK   |  | 12/16/2005   | 4-1999-009936   |           | Evonik Carbon Black GmbH |  |
| SG | Singapore     | HIBLACK   |  | 11/26/1999   | 9913702         |           | Evonik Degussa GmbH      | 09.05.2011                             |
| TW | Taiwan        | HIBLACK   |  | 1/1/2001     | 921812          |           | Evonik Carbon Black GmbH |  |
| US | U.S.A.        | HIBLACK   |  | 1/23/2001    | 2,423,288       |           | Evonik Carbon Black GmbH |  |
| VE | Venezuela     | HIBLACK   |  |              |                 |           | Evonik Degussa GmbH      | 25.05.2011                             |
| WO | International | HIBLACK   | BA, BG, BY, CH, CN, CU, CZ, HR, HU, KE, KP, MA, ME, PL, RO, RS, RU, SI, SK, UA, VN | 12/15/1999   | 726 947         |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa  | HIBLACK   |  | 11/22/1999   | 9921621         |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country        | Trademark | MMA Countries | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------------|-----------|---------------|-------------------|------------------|-----------|--------------------------|--|
| DE | Germany        | BLAXX     |               | 7/22/2002         | 302 30 058       |           | Evonik Carbon Black GmbH |  |
| BR | Brazil         | MANOPLEX  |               | 10/16/2007        | 826937373        |           | DEGUSSA Ltd.             | 14.07.2011                             |
| BR | Brazil         | MANOPLEX  |               | 10/16/2007        | 826937381        |           | DEGUSSA Ltd.             | 14.07.2011                             |
| DE | Germany        | MANOPLEX  |               | 10/13/2003        | 303 34 581       |           | Evonik Carbon Black GmbH |  |
| GB | United Kingdom | MANOPLEX  |               | 1/9/2004          | 2336103          |           | Evonik Carbon Black GmbH |  |
| ID | Indonesia      | MANOPLEX  |               | 6/5/2008          | 000163585        |           | Evonik Degussa GmbH      | 06.06.2011                             |
| ID | Indonesia      | MANOPLEX  |               | 6/5/2008          | 000163576        |           | Evonik Degussa GmbH      | 06.06.2011                             |
| IL | Israel         | MANOPLEX  |               | 3/6/2006          | 175070           |           | Evonik Carbon Black GmbH |  |
| IN | India          | MANOPLEX  |               | 9/4/2006          | 1484198          |           | Evonik Degussa GmbH      | 18.05.2011                             |

TRADEMARK

REEL: 004624 FRAME: 0027

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REEL: 004746 FRAME: 0086

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country      | Trademark | MMA Countries | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|--------------|-----------|---------------|------------------|-----------|--------------------------|--|
| JP | Japan        | MANOPLEX  |               | 4910108          |           | Evonik Carbon Black GmbH |  |
| KW | Kuwait       | MANOPLEX  |               |                  |           | DEGUSSA Ltd.             | 07.11.2011                             |
| KW | Kuwait       | MANOPLEX  |               |                  |           | DEGUSSA Ltd.             | 07.11.2011                             |
| LK | Sri Lanka    | MANOPLEX  |               |                  |           | Evonik Carbon Black GmbH |  |
| LK | Sri Lanka    | MANOPLEX  |               |                  |           | Evonik Degussa GmbH      |  |
| MY | Malaysia     | MANOPLEX  |               | 06014057         |           | Evonik Degussa GmbH      |  |
| MY | Malaysia     | MANOPLEX  |               | 06014058         |           | Evonik Degussa GmbH      |  |
| PK | Pakistan     | MANOPLEX  |               | 100891           |           | Evonik Degussa GmbH      | 30.05.2011                             |
| PK | Pakistan     | MANOPLEX  |               |                  |           | Evonik Degussa GmbH      | 31.05.2011                             |
| SA | Saudi Arabia | MANOPLEX  |               | 82175            |           | DEGUSSA Ltd.             | 30.07.2011                             |
| SA | Saudi Arabia | MANOPLEX  |               | 81861            |           | DEGUSSA Ltd.             | 30.07.2011                             |

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REEL: 004624 FRAME: 0028

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REEL: 004746 FRAME: 0087

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country                 | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-------------------------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| WO | International           | MANOPLEX  | BY, IR, RU    | 8/1/2006     | 909 259          |           | Evonik Carbon Black GmbH |  |
| AE | United Arabian Emirates | NEROX     |               | 2/27/2011    | 133236           |           | Evonik Degussa GmbH      |  |
| AE | United Arabian Emirates | NEROX     |               | 2/27/2011    | 133237           |           | Evonik Degussa GmbH      |  |
| AE | United Arabian Emirates | NEROX     |               | 2/27/2011    | 133238           |           | Evonik Degussa GmbH      |  |
| MX | Mexico                  | NEROX     |               | 7/9/2007     | 991699           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MX | Mexico                  | NEROX     |               |              |                  |           | Evonik Degussa GmbH      | 07.06.2011                             |
| AR | Argentina               | NEROX     |               |              |                  |           | Evonik Degussa GmbH      |  |
| AR | Argentina               | NEROX     |               | 8/13/2009    | 2305886          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AR | Argentina               | NEROX     |               | 3/4/2010     | 2349662          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| TH | Thailand                | NEROX     |               | 7/19/2006    | 266239           |           | Evonik Degussa           | 13.07.2011                             |

TRADEMARK

REEL: 004624 FRAME: 0029

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REEL: 004746 FRAME: 0088

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country  | Trademark | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
|    |          |           |               |              |                  |           | GmbH                     |  |
| BR | Brazil   | NEROX     |               |              |                  |           | Evonik Degussa GmbH      | 14.07.2011                             |
| BR | Brazil   | NEROX     |               |              |                  |           | Evonik Degussa GmbH      | 14.07.2011                             |
| BR | Brazil   | NEROX     |               |              |                  |           | Degussa AG               | 14.07.2011                             |
| CA | Canada   | NEROX     |               | 4/24/2009    | 738821           |           | Evonik Carbon Black GmbH |  |
| CL | Chile    | NEROX     |               | 3/17/2010    | 876803           |           | Evonik Degussa GmbH      | 27.05.2011                             |
| CO | Colombia | NEROX     |               | 4/17/2009    | 378582           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| CO | Colombia | NEROX     |               | 4/17/2009    | 378581           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| CO | Colombia | NEROX     |               | 4/17/2009    | 378580           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| DE | Germany  | NEROX     |               | 4/4/2005     | 305 03 994       |           | Evonik Carbon Black GmbH |  |

TRADEMARK  
REEL: 004624 FRAME: 0030  
TRADEMARK  
REEL: 004746 FRAME: 0089

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country            | Trademark | MMA-Countries | Registration | Registration no. | Objection        | Registered Holder        | Applied for registration of new Holder |
|----|--------------------|-----------|---------------|--------------|------------------|------------------|--------------------------|--|
| EM | European Community | NEROX     |               | 2/19/2007    | 004268331        | under opposition | Evonik Carbon Black GmbH |  |
| ID | Indonesia          | NEROX     |               | 11/6/2007    | IDM0001453 53    |                  | Evonik Degussa GmbH      | 06.06.2011                             |
| ID | Indonesia          | NEROX     |               | 11/6/2007    | IDM0001453 77    |                  | Evonik Degussa GmbH      | 06.06.2011                             |
| ID | Indonesia          | NEROX     |               | 11/6/2007    | IDM0001453 81    |                  | Evonik Degussa GmbH      | 06.06.2011                             |
| IL | Israel             | NEROX     |               | 4/14/2010    | 214478           |                  | Evonik Carbon Black GmbH |  |
| IL | Israel             | NEROX     |               | 4/14/2010    | 214479           |                  | Evonik Carbon Black GmbH |  |
| IL | Israel             | NEROX     |               | 4/14/2010    | 214480           |                  | Evonik Carbon Black GmbH |  |
| IN | India              | NEROX     |               | 2/29/2008    | 1440856          |                  | Evonik Degussa GmbH      | 18.05.2011                             |
| LB | Lebanon            | NEROX     |               | 7/6/2009     | 122880           |                  | Evonik Degussa GmbH      | 12.07.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country     | Trademark | MMA Countries | Registration Date | Registration No. | Objection | Registered Holder   | Applied for registration of new Holder |
|----|-------------|-----------|---------------|-------------------|------------------|-----------|---------------------|--|
| MX | Mexico      | NEROX     |               | 3/31/2006         | 927808           |           | Evonik Degussa GmbH | 07.06.2011                             |
| MY | Malaysia    | NEROX     |               | 3/21/2006         | 06004346         |           | Evonik Degussa GmbH |  |
| MY | Malaysia    | NEROX     |               | 3/21/2006         | 06004347         |           | Evonik Degussa GmbH |  |
| MY | Malaysia    | NEROX     |               | 3/21/2006         | 06004348         |           | Evonik Degussa GmbH |  |
| PH | Philippines | NEROX     |               | 6/4/2007          | 4-2006-003357    |           | Evonik Degussa GmbH |  |
| PK | Pakistan    | NEROX     |               |                   |                  |           | Evonik Degussa GmbH | 31.05.2011                             |
| PK | Pakistan    | NEROX     |               |                   |                  |           | Evonik Degussa GmbH | 31.05.2011                             |
| PK | Pakistan    | NEROX     |               |                   |                  |           | Evonik Degussa GmbH | 31.05.2011                             |
| TH | Thailand    | NEROX     |               | 7/27/2005         | 250456           |           | Evonik Degussa GmbH | 13.07.2011                             |
| TH | Thailand    | NEROX     |               | 7/27/2005         | 31665            |           | Evonik Degussa GmbH | 13.07.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark | MMA Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-----------|--|--------------|------------------|-----------|--------------------------|--|
| TN | Tunisia       | NEROX     |  |              |                  |           | Evonik Carbon Black GmbH |  |
| TW | Taiwan        | NEROX     |  | 12/1/2006    | 1240566          |           | Evonik Carbon Black GmbH |  |
| UY | Uruguay       | NEROX     |  | 5/24/2007    | 369802           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| WO | International | NEROX     | AL, AZ, BA, BG, BY, CH, CN, EG, HR, IR, KE, KG, KP, KZ, LI, MA, MC, MD, ME, MK, RO, RS, RU, SY, UA, UZ, VN | 6/17/2005    | 872 452          |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa  | NEROX     |  | 3/16/2006    | 2006/05679       |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa  | NEROX     |  | 3/16/2006    | 2006/05680       |           | Evonik Carbon Black GmbH |  |

TRADEMARK  
REEL: 004624 FRAME: 0033  
TRADEMARK  
REEL: 004746 FRAME: 0092



Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country              | Trademark | MMA Countries | Registration Date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------------------|-----------|---------------|-------------------|------------------|-----------|--------------------------|--|
| ZA | South Africa         | NEROX     |               | 3/16/2006         | 200605681        |           | Evonik Carbon Black GmbH |  |
| AE | United Arab Emirates | CARBEX    |               | 3/24/2011         | 134858           |           | Degussa AG               |  |
| AE | United Arab Emirates | CARBEX    |               | 3/24/2011         | 134859           |           | Degussa AG               |  |
| AE | United Arab Emirates | CARBEX    |               | 3/24/2011         | 134860           |           | Degussa AG               |  |
| AR | Argentina            | CARBEX    |               | 7/16/2007         | 2169595          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AR | Argentina            | CARBEX    |               | 7/16/2007         | 2169596          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AR | Argentina            | CARBEX    |               | 7/16/2007         | 2169598          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| AU | Australia            | CARBEX    |               | 5/5/2006          | 1112353          |           | Evonik Carbon Black GmbH |  |
| BO | Bolivia              | CARBEX    |               | 11/21/2006        | 106429           |           | Evonik Degussa GmbH      |  |

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Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country  | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| BO | Bolivia  | CARBEX    |               | 11/21/2006   | 106413           |           | Evonik Degussa GmbH      |  |
| BO | Bolivia  | CARBEX    |               | 11/21/2006   | 106428           |           | Evonik Degussa GmbH      |  |
| BR | Brazil   | CARBEX    |               |              |                  |           | Degussa AG               | 14.07.2011                             |
| BR | Brazil   | CARBEX    |               |              |                  |           | Degussa AG               | 14.07.2011                             |
| BR | Brazil   | CARBEX    |               | 6/3/2008     | 828357390        |           | Degussa AG               | 14.07.2011                             |
| CA | Canada   | CARBEX    |               |              |                  |           | Evonik Carbon Black GmbH |  |
| CL | Chile    | CARBEX    |               | 10/31/2006   | 770998           |           | Evonik Degussa GmbH      | 27.05.2011                             |
| CL | Chile    | CARBEX    |               | 10/31/2006   | 770999           |           | Evonik Degussa GmbH      | 27.05.2011                             |
| CO | Colombia | CARBEX    |               |              |                  |           | Evonik Degussa GmbH      |  |
| CO | Colombia | CARBEX    |               | 11/29/2006   | 326509           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| CO | Colombia | CARBEX    |               | 11/29/2006   | 326508           |           | Evonik Degussa GmbH      | 07.06.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country    | Trademark | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|------------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| CR | Costa Rica | CARBEX    |               | 12/1/2006    | 164244           |           | Evonik Degussa GmbH      | 14.06.2011                             |
| DE | Germany    | CARBEX    |               | 6/9/2006     | 306 23 720       |           | Evonik Carbon Black GmbH |  |
| EC | Ecuador    | CARBEX    |               | 5/21/2007    | 287907           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| EC | Ecuador    | CARBEX    |               | 5/2/2007     | 256507           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| EC | Ecuador    | CARBEX    |               | 5/22/2007    | 117707           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| ID | Indonesia  | CARBEX    |               | 2/18/2008    | IDM0001545<br>16 |           | Evonik Degussa GmbH      | 06.06.2011                             |
| ID | Indonesia  | CARBEX    |               | 2/18/2008    | IDM0001545<br>15 |           | Evonik Degussa GmbH      | 06.06.2011                             |
| ID | Indonesia  | CARBEX    |               | 8/18/2008    | IDM0001545<br>17 |           | Evonik Degussa GmbH      | 06.06.2011                             |
| IN | India      | CARBEX    |               | 3/10/2008    | 1451956          |           | Evonik Degussa GmbH      | 18.05.2011                             |
| IN | India      | CARBEX    |               | 3/10/2008    | 1451956          |           | Evonik Degussa GmbH      | 18.05.2011                             |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country  | Trademark | MMA-Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|----------|-----------|---------------|--------------|------------------|-----------|--------------------------|--|
| MT | Malta    | CARBEX    |               | 5/5/2006     | 45090            |           | GmbH                     |  |
| MT | Malta    | CARBEX    |               | 5/5/2006     | 45092            |           | Evonik Carbon Black GmbH |  |
| MT | Malta    | CARBEX    |               | 5/5/2006     | 45091            |           | Evonik Carbon Black GmbH |  |
| MX | Mexico   | CARBEX    |               | 6/27/2006    | 940271           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MX | Mexico   | CARBEX    |               | 6/27/2006    | 940270           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MX | Mexico   | CARBEX    |               | 6/27/2006    | 940269           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| MY | Malaysia | CARBEX    |               | 5/15/2006    | 06007992         |           | Evonik Degussa GmbH      |  |
| MY | Malaysia | CARBEX    |               | 5/15/2006    | 06007991         |           | Evonik Degussa GmbH      |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country     | Trademark | MMA Countries | Registration date | Registration no | Objection | Registered Holder        | Applied for registration of new Holder |
|----|-------------|-----------|---------------|-------------------|-----------------|-----------|--------------------------|--|
| MY | Malaysia    | CARBEX    |               | 5/15/2006         | 06007990        |           | Evonik Degussa GmbH      |  |
| PE | Peru        | CARBEX    |               | 3/13/2007         | 125494          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| PE | Peru        | CARBEX    |               | 3/23/2007         | 125731          |           | Evonik Degussa GmbH      | 06.06.2011                             |
| PE | Peru        | CARBEX    |               | 3/14/2007         | 45602           |           | Evonik Degussa GmbH      | 06.06.2011                             |
| PH | Philippines | CARBEX    |               | 12/31/2010        | 4-2010-500748   |           | Evonik Carbon Black GmbH |  |
| PY | Paraguay    | CARBEX    |               |                   |                 |           | Evonik Degussa GmbH      | 25.07.2011                             |
| PY | Paraguay    | CARBEX    |               | 12/22/2006        | 295804          |           | Evonik Degussa GmbH      | 20.07.2011                             |
| PY | Paraguay    | CARBEX    |               | 12/22/2006        | 295805          |           | Evonik Degussa GmbH      | 20.07.2011                             |
| TH | Thailand    | CARBEX    |               | 5/17/2006         | 258602          |           | Evonik Degussa GmbH      | 13.07.2011                             |
| TH | Thailand    | CARBEX    |               | 5/17/2007         | 258603          |           | Evonik Degussa GmbH      | 13.07.2011                             |

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Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark | MMA Countries  | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|-----------|--|--------------|------------------|-----------|--------------------------|--|
| TH | Thailand      | CARBEX    |  | 5/17/2006    | 33116            |           | GmbH                     |  |
| TN | Tunesia       | CARBEX    |  |              |                  |           | Evonik Degussa GmbH      | 13.07.2011                             |
| TW | Taiwan        | CARBEX    |  | 4/16/2007    | 1259953          |           | Evonik Carbon Black GmbH |  |
| UY | Uruguay       | CARBEX    |  | 7/30/2007    | 371038           |           | Evonik Degussa GmbH      | 07.06.2011                             |
| WO | International | CARBEX    | AL, AZ, BA, BG, BY, CH, CN, CY, DZ, EG, HR, IR, KE, KG, KP, KZ, LL, MA, MC, MD, MK, RO, RS, RU, SY, UA, UZ, VN | 9/2/2006     | 902177           |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa  | CARBEX    |  | 5/8/2006     | 2006/09897       |           | Evonik Carbon Black GmbH |  |

Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country      | Trademark  | MMA Countries | Registration date | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|--------------|------------|---------------|-------------------|------------------|-----------|--------------------------|--|
| ZA | South Africa | CARBEX     |               | 5/8/2006          | 2006/09898       |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa | CARBEX     |               | 5/8/2006          | 2006/09899       |           | Evonik Carbon Black GmbH |  |
| AR | Argentina    | AROSPERS E |               |                   |                  |           | Evonik Carbon Black GmbH |  |
| AR | Argentina    | AROSPERS E |               |                   |                  |           | Evonik Carbon Black GmbH |  |
| BR | Brazil       | AROSPERS E |               |                   |                  |           | Evonik Carbon Black GmbH |  |
| BR | Brazil       | AROSPERS E |               |                   |                  |           | Evonik Carbon Black GmbH |  |
| CA | Canada       | AROSPERS E |               |                   |                  |           | Evonik Carbon Black GmbH |  |
| CL | Chile        | AROSPERS E |               |                   |                  |           | Evonik Carbon Black GmbH |  |

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Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country   | Trademark     | MMA Countries | Registration | Registration no.   | Objection | Registered Holder              | Applied for registration of new Holder |
|----|-----------|---------------|---------------|--------------|--------------------|-----------|--------------------------------|--|
| DE | Germany   | AROSPERS<br>E |               | 6/15/2011    | 30 2011 024<br>706 |           | Evonik<br>Carbon Black<br>GmbH |  |
| HK | Hong Kong | AROSPERS<br>E |               |              |                    |           | Evonik<br>Carbon Black<br>GmbH |  |
| IN | India     | AROSPERS<br>E |               |              |                    |           | Evonik<br>Carbon Black<br>GmbH |  |
| KS | Kosovo    | AROSPERS<br>E |               |              |                    |           | Evonik<br>Carbon Black<br>GmbH |  |
| MX | Mexico    | AROSPERS<br>E |               |              |                    |           | Evonik<br>Carbon Black<br>GmbH |  |
| MX | Mexico    | AROSPERS<br>E |               | 6/6/2011     |                    |           | Evonik<br>Carbon Black<br>GmbH |  |
| MY | Malaysia  | AROSPERS<br>E |               |              |                    |           | Evonik<br>Carbon Black<br>GmbH |  |
| MY | Malaysia  | AROSPERS<br>E |               |              |                    |           | Evonik<br>Carbon Black<br>GmbH |  |

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Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country       | Trademark     | MMA Countries  | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|---------------|---------------|--|------------------|-----------|--------------------------|--|
| PE | Peru          | AROSPERS<br>E |  |                  |           | Evonik Carbon Black GmbH |  |
| SA | Saudi Arabia  | AROSPERS<br>E |  |                  |           | Evonik Carbon Black GmbH |  |
| SA | Saudi Arabia  | AROSPERS<br>E |  |                  |           | Evonik Carbon Black GmbH |  |
| TH | Thailand      | AROSPERS<br>E |  |                  |           | Evonik Carbon Black GmbH |  |
| TH | Thailand      | AROSPERS<br>E |  |                  |           | Evonik Carbon Black GmbH |  |
| TW | Taiwan        | AROSPERS<br>E |  |                  |           | Evonik Carbon Black GmbH |  |
| WO | International | AROSPERS<br>E | AL, BA, BX, BY, CH, CN, DZ, EG, HR, LJ, MA, MC, ME, MK, RS, RU, SM, UA, VN |                  |           | Evonik Carbon Black GmbH |  |

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Annex B to IP Assignment Agreement  
List of Transferred Rights - Trademarks

| CC | Country      | Trademark  | MMA Countries | Registration | Registration no. | Objection | Registered Holder        | Applied for registration of new Holder |
|----|--------------|------------|---------------|--------------|------------------|-----------|--------------------------|--|
| ZA | South Africa | AROSPERS E |               |              |                  |           | Evonik Carbon Black GmbH |  |
| ZA | South Africa | AROSPERS E |               |              |                  |           | Evonik Carbon Black GmbH |  |

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**Execution Version**

**Annex  
List of Transferred Rights**

**(Annex A: Annex to IP Assignment Agreement List of Transferred Rights - Patents and  
Annex B: Annex to IP Assignment Agreement List of Transferred Rights - Trademarks)**

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**RECORDED: 02/13/2012**

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REEL: 004746 FRAME: 0103**