

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Extension and Amendment to Exclusive Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GlobalShield, Inc.		04/02/2012	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Quaker Chemical Corporation		
Street Address:	501 SILVERSIDE ROAD		
Internal Address:	SILVERSIDE CARR EXECUTIVE CENTER		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3361579	RAPIDSHIELD	
CORRESPONDENCE DATA			
Fax Number:	(312)427-6663		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-427-1300		
Email:	chiustm@ladas.net		
Correspondent Name:	Ladas & Parry LLP		
Address Line 1:	224 S. Michigan		
Address Line 2:	Ste. 1600		
Address Line 4:	Chicago, ILLINOIS 60604		
ATTORNEY DOCKET NUMBER:	CTG 06138		
NAME OF SUBMITTER:	Tanya Miari		
Signature:	/Tanya Miari/		

CH \$40.00 3361579

Date:

04/11/2012

**Total Attachments: 11**

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**FIRST EXTENSION AND AMENDMENT TO  
EXCLUSIVE TRADEMARK LICENSE AGREEMENT**

This First Extension and Amendment Agreement (the "First Extension Agreement") to the Exclusive Trademark License Agreement is entered into by GlobalShield, Inc. ("GlobalShield"), a corporation organized and existing under the laws of the State of Georgia, with offices at 320 Northpoint Parkway, Suite "O", Acworth, Georgia 30102, and Quaker Chemical Corporation ("Quaker Chemical"), a corporation organized and existing under the laws of Delaware, with offices at Silverside Carr Executive Center, 501 Silverside Road, Wilmington, DE 19809. Collectively, GlobalShield and Quaker Chemical are referred to as "the parties".

The parties entered into a Exclusive Trademark License Agreement effective on from May 20, 2009 to continue until May 31, 2012, which agreement is set forth here as Exhibit 1 to this First Extension Agreement.

Whereas, the parties wish to extend and further continue the Exclusive Trademark License Agreement in force under its original terms with the exception that the extended term of the License continues from May 31, 2012 until May 31, 2014 [expiring at 11:50 p.m.], unless terminated earlier according to the terms of the agreement.

Additionally, in consideration for the extended term of the License, Quaker shall pay GlobalShield \$5,000 according to the following schedule: (1) \$2,500 on June 1, 2012; (2) \$2,500 on June 1, 2013. The payment price for the Purchase Option provided for under Paragraph 6 of the Exclusive Trademark License Agreement shall remain in effect and the purchase option shall be exercisable during the extended term of the License by written notice from Quaker Chemical to GlobalShield at least 90 days prior to the expiration and payment of the purchase option price of \$20,000 made no later than May 31, 2014.

The parties execute this First Extension Agreement as of the date the last party affixed its signature. This First Extension Agreement may be executed in counterparts, and each counterpart will be deemed to be an original instrument, but all will be one and the same instrument. Fax or electronic copies (e.g., scanned PDF's) of the signed First Extension Agreement shall be valid and enforceable as an original.

**GLOBALSHIELD, INC.**

**QUAKER CHEMICAL CORPORATION**

By: Andrew Krapp

By: \_\_\_\_\_

Andy Krapp, VP.  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

Dated: 4.2.12

Dated: \_\_\_\_\_

**FIRST EXTENSION AND AMENDMENT TO  
EXCLUSIVE TRADEMARK LICENSE AGREEMENT**

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The parties entered into a Exclusive Trademark License Agreement effective on from May 20, 2009 to continue until May 31, 2012, which agreement is set forth here as Exhibit 1 to this First Extension Agreement.

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**GLOBALSHIELD, INC.**

**QUAKER CHEMICAL CORPORATION**

By: \_\_\_\_\_

By: DATE

Printed Name & Title

Robert Treach, General Counsel  
Printed Name & Title

Dated: \_\_\_\_\_

Dated: 4/2/2012

**EXHIBIT 1**

## **Exclusive Trademark License Agreement**

This Exclusive Trademark License Agreement (the "Agreement") is entered into by GlobalShield, Inc. ("GlobalShield"), a corporation organized and existing under the laws of the State of Georgia, with offices at 320 Northpoint Parkway, Suite "O", Acworth, Georgia 30102, and Quaker Chemical Corporation ("Quaker Chemical"), a corporation organized and existing under the laws of Delaware, with offices at Silverside Carr Executive Center, 501 Silverside Road, Wilmington, DE 19809.

GlobalShield is the owner of U.S. Trademark Registration No. 3361579 for RAPIDSHIELD (the "Trademark") in connection with "waterproofing chemical compositions for articles of masonry, wood and other building and/or construction surfaces." Particulars of the Trademark are attached as Exhibit A.

Quaker Chemical wishes to obtain from GlobalShield the exclusive right to use the Trademark and wishes to use the Trademark in connection with floor coatings; coatings for concrete floors; polymer coating for concrete; high durability, UV (ultraviolet) curable coatings for concrete floors for use in industrial plants and facilities; and related goods (collectively, the "Goods").

Thus, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

### **(1) Grant of License**

GlobalShield grants to Quaker Chemical, and Quaker Chemical accepts from GlobalShield, the exclusive, personal, and non-transferable right to use the Trademark in connection with the Goods.

### **(2) Term**

The license provided for by this Agreement ("the License") shall commence upon the execution of this Agreement and continue until May 31, 2012 (expiring at 11:59 p.m.), unless terminated earlier according to the terms of this Agreement.

### **(3) Consideration**

In consideration for the License, Quaker shall pay GlobalShield \$7,500 according to the following schedule: (1) \$2,500 contemporaneously with the execution of this Agreement; (2) \$2,500 on the June 1, 2010; and (3) \$2,500 on June 1, 2011.

(4) ***Protection of Intellectual Property***

Quaker Chemical acknowledges GlobalShield's exclusive right, title, and interest in and to the Trademark and will not act, either directly or indirectly, to contest the validity of, injure, or dilute such rights.

(5) ***Quality Standards; Methods of Use***

During the term of the License, Quaker Chemical agrees that GlobalShield shall have the right to control the nature and quality of the Goods offered by Quaker Chemical in connection with the Trademark. Quaker Chemical agrees to cooperate in facilitating GlobalShield's control of the nature and quality of the Goods and of all uses of the Trademark. Quaker Chemical agrees to provide representative samples of the Goods and all uses of the Trademark, and to permit reasonable inspection of the manufacturing process of the Goods at the request of GlobalShield.

Quaker Chemical agrees it will not use the Trademark in a form, manner, or for a subject matter which would (a) reduce the value of the Trademark, or (b) damage GlobalShield's business. If GlobalShield determines, in its sole discretion, that any use of the Trademark reduces the value of the Trademark or is damaging GlobalShield's business, GlobalShield shall notify Quaker Chemical in writing. Upon receipt of that notice, Quaker Chemical shall immediately cease the offending use.

Should GlobalShield determine, in its sole discretion, that the Goods offered by Quaker Chemical in connection with the Trademark are of a nature or quality that is unsatisfactory to GlobalShield, then GlobalShield shall notify Quaker Chemical in writing regarding the deficiency. Upon receipt of such notice, Quaker Chemical shall take all steps necessary to cure the deficiency within 60 days.

(6) ***Ownership of Trademark and Purchase Option***

Quaker Chemical acknowledges that GlobalShield is the owner of the Trademark, and Quaker Chemical will not contest or challenge GlobalShield's ownership of the Trademark. Any use of the Trademark made by or on behalf of Quaker Chemical shall inure to the benefit of GlobalShield.

Quaker Chemical may elect to purchase the Trademark from GlobalShield upon the termination of the License provided for by this Agreement if Quaker Chemical gives written notice to GlobalShield of its intent to purchase the Trademark at least 90 days prior to the expiration of the License provided for by this Agreement. If Quaker Chemical elects to purchase the Trademark (which includes all of the right, title, and interest in the Trademark, the registration of the Trademark, all common-

law rights in the Trademark, and all goodwill associated with the Trademark), Quaker Chemical shall pay GlobalShield \$20,000 no later than May 31, 2012.

Quaker Chemical also may accelerate its right to purchase the Trademark from GlobalShield at any time during the term of the License by giving written notice to GlobalShield of its intent to purchase the Trademark and simultaneously tendering all monies that may be due in the future under Section 3 of this Agreement. If Quaker Chemical elects to accelerate its right to purchase the Trademark (which includes all of the right, title, and interest in the Trademark, the registration of the Trademark, all common-law rights in the Trademark, and all goodwill associated with the Trademark), Quaker Chemical shall pay GlobalShield \$20,000 within 30 days of providing GlobalShield with the written notice provided for by this paragraph.

Attached as Exhibit B is an acceptable form of assignment document that may be executed by GlobalShield should Quaker Chemical choose to exercise its purchase option as provided for in this Agreement.

(7) *Early Termination of License*

If Quaker Chemical fails to make any of the payments provided for in Section 3 of this Agreement when due, GlobalShield shall notify Quaker Chemical of the delinquency. The license to use the Trademark shall terminate five days after the effective date of the notice unless Quaker Chemical cures its delinquency within that five-day cure period. No further notification to Quaker Chemical shall be necessary to effectuate the cancellation or termination of the license if Quaker Chemical fails to cure its delinquency within the five-day cure period.

If within 10 days after notification as provided by Section 5 of this Agreement Quaker Chemical fails to cease a use of the Trademark that GlobalShield has determined reduces the value of the Trademark or is damaging GlobalShield's business, then the license to use the Trademark shall terminate immediately. No notification to Quaker Chemical shall be necessary to effectuate the cancellation or termination of the license under such circumstance.

If any of the products sold under the Trademark by Quaker Chemical do not meet the minimum standard of quality set out in Section 5 of this Agreement, and Quaker Chemical has not cured such deficiency in quality within 60 days of notification of the deficiency by GlobalShield, then the license to use the Trademark shall terminate immediately. No notification to Quaker Chemical shall be necessary to effectuate the cancellation or termination of the license under such circumstance.



(8) *Infringement & Enforcement*

During the term of the License, each party shall promptly notify the other of any unauthorized use of the Trademark that comes to its attention. GlobalShield may, at its sole and absolute discretion, take whatever steps it deems appropriate to protect the Trademark. If GlobalShield decides not to take any action to protect the Trademark, it will promptly notify Quaker Chemical of that decision, in which case Quaker Chemical shall have the right and authority on its own behalf, and at its own expense, to bring proceedings to protect the Trademark as it deems appropriate under applicable law.

(9) *Notice*

Any notice, consent, request, claim, demand, instruction, or other communication to be given under this Agreement shall be in writing and shall be deemed to have been given at the time delivered, if personally delivered; two days after being transmitted by FedEx or other nationally recognized overnight delivery service; or 10 days after being deposited at any United States Post Office, registered or certified mail, postage prepaid, addressed:

To GlobalShield: GlobalShield, Inc.  
320 Northpoint Parkway  
Suite "O"  
Acworth, Georgia 30102

To Quaker Chemical: Quaker Chemical Corporation  
One Quaker Park  
901 Hector Street  
Conshohocken, Pennsylvania 19428-08098

or such other address as any party may designate by notice to the other.

(10) *Relationship of the Parties*

The parties are each independent contractors under this Agreement and nothing in this Agreement should be construed to create any agency relationship between the parties, whether it be franchisee-franchiser, partnership, joint venture, or any other form of relationship. Each party pledges not to act in a manner that compromises or exposes the other to liability to others. Neither GlobalShield nor Quaker Chemical shall have the authority to obligate or bind the other in any manner.

(11) *Indemnity*

Quaker Chemical agrees to indemnify and hold GlobalShield harmless for all damages, including reasonable attorneys' fees, arising out of any action or inaction by Quaker Chemical that results in legal obligation or liability on the part of GlobalShield.

(12) *Time*

Time is of the essence of this Agreement.

(13) *Amendments and Waivers*

This Agreement may be amended only in a writing signed by all of the parties. The failure of either party to insist upon strict compliance by the other with one or more of its obligations contained in this Agreement shall not be construed as a waiver, nor shall such failure deprive the non-breaching party of the right to require strict compliance with that obligation in the future, or with any other obligation.

(14) *Entire Agreement*

This Agreement, including the Exhibits and any other agreements or documents referred to in this Agreement, contain the entire understanding of the parties regarding the transaction provided for by this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the transaction provided for by this Agreement.

(15) *Counterparts*

This Agreement may be executed in two or more counterparts, and each counterpart will be deemed to be an original instrument, but all will be one and the same agreement. Faxed or electronic copies (e.g., scanned PDFs) of the signed Agreement shall be as valid and enforceable as an original.

(16) *Governing Law*

This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to its conflicts of law provisions.

(17) *Jurisdiction & Venue*

The parties agree that any legal action or proceeding against them under,

arising out of, or in any manner relating to this Agreement may only be asserted by one party against the other in the Superior, State, or Magistrate Court of Bartow County, Georgia; or in the Rome Division of the United States District Court for the Northern District of Georgia. Each party consents and submits to the personal jurisdiction of these courts in any action or proceeding arising out of or relating to this Agreement and waives any claim or defense based on any alleged lack of jurisdiction, improper venue, forum non conveniens, or any similar basis.

(18) *Severability*

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and the Agreement shall be construed in all respects as if the invalid or unenforceable provisions were omitted.

(19) *Headings*

The headings of the various sections of this Agreement have been included for convenience or reference and shall not limit or otherwise affect the meaning of the terms of this Agreement.

The parties execute this Agreement as of the date the last party affixed its signature.

GlobalShield, Inc.

By: Audy Knapp  
Audy Knapp, VP  
Print Name & Title

5.20.09  
Date

Quaker Chemical Corporation

By: [Signature]  
Michael Barry CEO  
Print Name & Title

5/20/09  
Date

**EXHIBIT A**

**TRADEMARK**

U.S. Reg No.: 3361579

Mark: RAPIDSHIELD

Goods: "waterproofing chemical compositions for articles of masonry, wood and other building and/or construction surfaces" in International Class 001

First Use Claimed: June 16, 2006

Filed: March 22, 2007

Issued: January 1, 2008

Registrant: GlobalShield, Inc. (Georgia Corporation)

**EXHIBIT B**

**ASSIGNMENT**

Whereas, the Assignor GlobalShield, Inc. is an existing Georgia corporation ('Assignor') located at Suite O 320 Northpoint Parkway, Acworth, GA 30102, and is the owner of record of the following federal Registration for the Trademark on the Principal Register of the United States Patent and Trademark Office, as identified therein:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
RAPIDSHIELD	3361579	January 1, 2008

Whereas, Quaker Chemical Corporation is an existing Delaware corporation ("Assignee") located at Silverside Carr Executive Center 501 Silverside Road, Wilmington, DE 19809, wishes to confirm its acquisition of the Trademark and the associated goodwill;

NOW, THEREFORE, for good and valuable consideration received and acknowledged, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in perpetuity in and to the Trademark, including its registration in the United States and any common law rights and other rights of use, as well as all claims for damages by reason of the Trademark and the right to sue for and collect the same for its own use and benefit, together with the associated goodwill of the business symbolized by the Trademark, and the registration thereof, the same to be held and enjoyed by the Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor absent this Assignment.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GlobalShield, Inc.**

By: \_\_\_\_\_

Printed Name & Position: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

The undersigned hereby certifies that the above signer personally appeared before me, acknowledging signature of this Assignment with the authorization of, and on behalf of, GlobalShield, Inc.

Certified by my seal and signature on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public