

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAYER AKTIENGESELLSCHAFT		07/02/2012	JOINT STOCK COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	PLASKOLITE, INC.		
Street Address:	1770 Joyce Avenue		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43219		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1550984	VIVAK	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(202) 467-8800		
Email:	iplaw@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255		
Address Line 2:	IPLaw@Vorys		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	6424/18156-2ASSIGN		
NAME OF SUBMITTER:	Joan C. Makley		
Signature:	/Joan C. Makley/		

CH \$40.00 1550984

Date:

07/03/2012

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of July 2, 2012 by BAYER AKTIENGESELLSCHAFT, a German joint stock company with an office located at Kaiser-Wilhelm-Allee 51373 Leverkusen, Germany ("Assignor"), on behalf of its affiliate, BAYER MATERIALSCIENCE LLC, a Delaware limited liability company with an office located at 100 Bayer Road, Pittsburgh, PA 15205-9741 ("Bayer"), to PLASKOLITE, INC., an Ohio corporation with an office located at 1770 Joyce Avenue, Columbus, Ohio, USA 43219 ("Assignee"). Assignor and Assignee being also called together the "Parties."

### RECITALS:

- A. The Assignor owns the Trademarks VIVAK® listed in Appendix 1 to this Assignment.
- B. Bayer and Assignee have entered into that certain Asset Purchase Agreement, dated as of July 2, 2012 (the "Asset Purchase Agreement"), pursuant to which Bayer agrees to sell, and/or cause its Affiliates to sell, certain Assets of Bayer, including the Trademarks, all as more particularly described in the Asset Purchase Agreement.
- C. Pursuant to the terms of the Asset Purchase Agreement, Assignee wishes to acquire full and absolute title to the Trademarks and Assignor is ready to assign full and absolute title to the Trademarks to the Assignee.

### IT IS AGREED AS FOLLOWS:

#### ARTICLE 1 - DEFINITIONS

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

"Assignment" means this Trademark Assignment, its Appendix and subsequent amendments.

"Trademarks" means the registered and/or pending trademarks such as they are identified in Appendix 1 of this Agreement, and all of the goodwill associated therewith.

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

#### ARTICLE 2 - PURPOSE OF THE ASSIGNMENT

- 2.1. The Assignor hereby assigns, sells, transfers, and sets over unto Assignee its entire right, title, and interest in and to the Trademarks and divests itself of any and all rights it had in and to the Trademarks in the Territory and conveys them to the Assignee, who accepts, (i) full and absolute title and interest to the Trademarks with all the rights and obligations which are attached to them; (ii) the right to file all proceedings

for infringement or for unfair competition occurring prior to or following the date on which this Assignment is executed; (iii) all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (iv) all rights corresponding thereto throughout the Territory, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

### ARTICLE 3 – OBLIGATIONS OF THE PARTIES

- 3.1. The Assignee, or any third party duly empowered by them, may carry out all the formalities required for the performance of this Assignment, in particular for making the assignments of the Trademarks enforceable against third parties in all the countries in the Territory. The Assignee alone shall bear the cost of these formalities. Assignor shall on Assignee's request and at Assignee's expense, but only if such request was made within a period of twenty-four (24) months after the execution of this Assignment, do and execute or arrange for the doing and execution of all acts, deeds and documents reasonably necessary for the recordation of the transfer of the Trademarks.
- 3.2. The Assignor shall provide the Assignee with all the documents and information related to the Trademarks it holds at the date on which this Assignment is signed and undertakes to provide the Assignee with all the documents related to the Trademarks which it may receive after the date of signature of the Assignment.
- 3.3. The Parties agree to reiterate their consent to this Assignment by confirmatory acts or contracts which might be required after the date of execution of this Assignment to complete the necessary formalities for its execution, particularly, the filing of the assignments of the Trademarks at national and international trademark offices if the request of Assignee to record the transfer of the Trademarks has been made within twenty-four (24) months after execution of this Assignment.

### ARTICLE 4 - SEVERABILITY

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

### ARTICLE 5 – AMENDMENT OF THE ASSIGNMENT

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

**ARTICLE 6 - NOTICES**

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

**ARTICLE 7 – GOVERNING LAW**

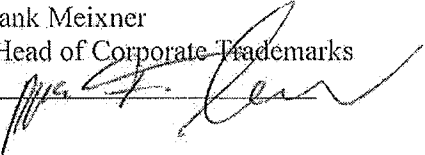
This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania, USA.


**ARTICLE 8 - JURISDICTION**

Any dispute arising as a result of the creation, interpretation or performance of this Assignment shall be submitted to the exclusive jurisdiction of the Federal and State courts of the Commonwealth of Pennsylvania, USA, notwithstanding the existing of multiple defendants or third party proceedings.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth above.

**THE ASSIGNOR**  
**BAYER AKTIENGESELLSCHAFT**

Name: Frank Meixner  
Position: Head of Corporate Trademarks  
Signature: 

Name: Kristina Kersten  
Position: Corporate Trademarks  
Signature: 

**THE ASSIGNEE**  
**PLASKOLITE, INC.**

Name: James R. Dunn  
Position: President  
Signature: SEE ATTACHED COUNTERPART

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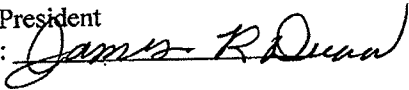
Any dispute arising as a result of the creation, interpretation or performance of this Assignment shall be submitted to the exclusive jurisdiction of the Federal and State courts of the Commonwealth of Pennsylvania, USA, notwithstanding the existing of multiple defendants or third party proceedings.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date set forth above.

**THE ASSIGNOR  
BAYER AKTIENGESELLSCHAFT**

Name: SEE ATTACHED COUNTERPART  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_

**THE ASSIGNEE  
PLASKOLITE, INC.**

Name: James R. Dunn  
Position: President  
Signature: 

Name: SEE ATTACHED COUNTERPART  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_

APPENDIX 1: List of the Trademarks "VIVAK"

Trademark	Country	Origin	International Classes	Application No	Application Date	Registration No	Registration Date	Next Renewal Due	Status
VIVAK	Argentina		17	2374966	10-May-2002	2155684	02-May-2007	02-May-2017	Registered
VIVAK	Bolivia		17	SM-1604-2002	14-May-2002	90427-C	11-Jun-2003	11-Jun-2013	Registered
VIVAK	Brazil		17	824638344	04-Jun-2002	824638344	24-Apr-2007	24-Apr-2017	Registered
VIVAK	Canada			078123000	26-Apr-1995	TMA460146	12-Jul-1996	12-Jul-2026	Registered
VIVAK	United States of America		17	73/753797	20-Oct-1988	1550984	08-Aug-1989	08-Aug-2019	Registered
VIVAK	Uruguay		17	343554	17-Sep-2002	343554	26-Jun-2003	26-Jun-2013	Registered

*Handwritten initials or signature*