

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
E.I. Du Pont De Nemours and Company		03/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DuPont Air Products NanoMaterials, L.L.C.		
Street Address:	7201 Hamilton Blvd.		
City:	Allentown		
State/Country:	PENNSYLVANIA		
Postal Code:	18195		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2914670	SYTON	
CORRESPONDENCE DATA			
Fax Number:	6104817083		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	610-481-1174		
Email:	mellotvk@airproducts.com		
Correspondent Name:	Rose Morris-Oskanian		
Address Line 1:	7201 Hamilton Blvd.		
Address Line 4:	Allentown, PENNSYLVANIA 18195		
ATTORNEY DOCKET NUMBER:	228TUS00856		
NAME OF SUBMITTER:	Virginia K. Reda		
Signature:	/Virginia K. Reda/		

CH \$40.00 2914670

Date:

07/30/2012

Total Attachments: 17

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") is made as of the 2nd day of April, 2012 by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("**DuPont**"), and DuPont Air Products NanoMaterials, L.L.C., a Delaware limited liability company (the "**Company**"). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in that certain Limited Liability Company Interest Purchase and Sale Agreement dated February 28, 2012 by and between DuPont, Air Products and Chemicals, Inc., and EKC Technology, Inc. (the "**PSA**").

WHEREAS, DuPont is the owner of the Trademarks and trademark rights of record in the United States Patent and Trademark Office and of certain foreign counterparts set forth on **Exhibit 1** to Schedule A hereto and all goodwill associated therewith (the "**Transferred Trademarks**"); and

WHEREAS, DuPont and the Company entered that certain Technology, Information Conveyance and Trademark License Agreement Pertaining to Electronic Polishing Materials dated as of December 22, 2000 (the "**EPM Trademark Agreement**");

WHEREAS, DuPont agreed to transfer, in the event that DuPont's directly or indirectly owned or controlled ownership interest of the Company fell below fifty percent (50%), its entire right, title and interest in the Trademarks to the Company, under Section 4.6 of the EPM Trademark Agreement;

WHEREAS, in connection with Section 4.6 of the EPM Trademark Agreement, and the transactions contemplated by the PSA, DuPont desires to assign to the Company, and the Company desires to accept from DuPont, ownership of the Transferred Trademarks.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. The PSA is incorporated herein by reference in its entirety. All terms herein, unless specifically indicated, shall be defined according to the PSA.

2. DuPont hereby assigns, transfers, and sets over unto the Company, its successors and assigns, DuPont's entire and exclusive right, title and interest in and to the Transferred Trademarks, the goodwill of the business symbolized by and associated with the Transferred Trademarks thereof, together with all rights and powers arising or accrued therefrom including, without limitation, all common law rights with respect thereto, all rights therein provided by international conventions and treaties, the right to sue for, to claim and to recover for all past, present and future infringement or dilution of or damage or injury to the Transferred Trademarks thereof, or the goodwill attached to and/or symbolized thereby.

3. DuPont will, and will cause its Affiliates to, as applicable, cooperate in executing appropriate documents reasonably requested by the Company to complete formalities for perfecting the assignment and recording of the Transferred Trademarks, including, without limitation, the form of assignment attached hereto in Schedule A, upon request by the Company.

To the extent that any conflict exists between the terms of the form of assignment in Schedule A and the terms of this Agreement, the terms of this Agreement shall control. All costs associated with the foregoing, including, but not limited to, all legalization and notarization costs, shall be borne by the Company.

4. As of the date hereof, except as permitted under the other Transaction Documents or as otherwise agreed by the Company, DuPont and its Affiliates will permanently cease all use of the Transferred Trademarks or any mark in such near resemblance thereto as to be likely, when used on or in connection the goods of DuPont, to cause confusion, or to cause mistake, or to deceive, and DuPont and its Affiliates shall not file new trademark applications for the Transferred Trademarks or any mark in such near resemblance thereto as to be likely, when used on or in connection the goods of DuPont, to cause confusion, or to cause mistake, or to deceive.

5. Except for the Company's obligations to defend, indemnify and hold DuPont harmless under the EPM Trademark Agreement including but not limited to Article 9A therein, this Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with Schedule A hereto, the PSA and the Transaction Documents) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the parties hereto. Schedule A and **Exhibit 1** thereto are hereby expressly incorporated by reference into, and made a part of, this Agreement.

6. Within ninety (90) days of the date hereof, DuPont will transfer physical possession of its files to the extent relating to the Transferred Trademarks to the Company at DuPont Air Products NanoMaterials, L.L.C., c/o Air Products and Chemicals, Inc., 7201 Hamilton Blvd., Allentown, PA 18195-1501, attn: Virginia Reda (A33F8). After the Closing Date, DuPont and its Affiliates shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, DuPont and its Affiliates will use its commercially reasonable efforts to provide reasonable information, including, without limitation, docket reports showing all outstanding pending matters with respect to each Transferred Trademark in every applicable country, renewal dates, serial/application/registration numbers, agents of record, contact persons for agents of record, and cooperation relating to the Transferred Trademarks in the manner reasonably requested by the Company (upon not less than ten (10) business days prior written notice) for the purposes of docketing maintenance fees, annuities, and office actions.

7. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise alter or modify the terms of the PSA or constitute a waiver or release by DuPont or the Company of any Liabilities, duties or obligations imposed upon any of them by the terms of the PSA.

8. DuPont makes no, and expressly disclaims any, representations or warranties, express or implied, with respect to any of the Transferred Trademarks. Without limiting in any way, and in addition to, any Liabilities, duties or obligations imposed upon the Company, its Affiliates and their successors or assignees by Article 9A of the EPM Trademark Agreement or any other agreement related to the ownership or use of the Transferred Trademarks, the Company, its Affiliates and their successors or assignees shall defend, indemnify and hold DuPont and its Affiliates and representatives harmless from any and all losses, cost (including,

without limitation, counsel fees) or Liability arising from ownership or use of the Transferred Trademarks, including but not limited to any and all loses, cost (including, without limitation, counsel fees) or Liability arising from the manufacture, sale, transportation, storage or use of products or materials bearing the DuPont trade name or the Transferred Trademarks.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By: David B Miller
Name: David B. Miller
Title: President, Electronics & Communications
Date: 20 March 2012

STATE OF North Carolina
COUNTY OF Durham ss.

On this the 28th day of March, 2012, before me appeared David B. Miller, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Brenda K. Chaplin
Notary Public
My commission expires: 12-26-2012

DUPONT AIR PRODUCTS
NANOMATERIALS, L.L.C.

By (Signature) _____

Name (Printed) _____

Title _____

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By: David B. Miller *DM*
Name: David B. Miller
Title: President, Electronics & Communications
Date: 28 MARCH 2012

STATE OF North Carolina
COUNTY OF Durham ss.

On this the 28th day of March, 2012, before me appeared David B. Miller, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Brenda K. Chaplinosky
Notary Public
My commission expires: 12-26-2012

DUPONT AIR PRODUCTS
NANOMATERIALS, L.L.C.

By (Signature) _____

Name (Printed) _____

Title _____

STATE OF _____
COUNTY OF _____ ss.

On this the ____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____ ss.

On this the ____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

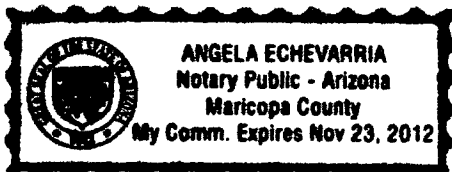
DUPONT AIR PRODUCTS
NANOMATERIALS, L.L.C.

By: Nicolas W. Robertson, *tr*
Name: Nicolas W. Robertson
Title: Chief Executive Officer

STATE OF ARIZONA
COUNTY OF MARICOPA ss.

On this the 26 day of MARCH, 2012, before me appeared NICOLAS ROBERTSON, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Angela Echevarria
Notary Public
My commission expires: 11.23.12



IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

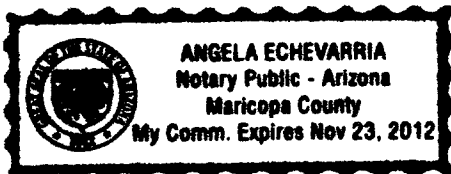
DUPONT AIR PRODUCTS
NANOMATERIALS, L.L.C.

By: Nicolas W. Robertson, *NWR*
Name: Nicolas W. Robertson
Title: Chief Executive Officer

STATE OF ARIZONA
COUNTY OF MARICOPA ss.

On this the 26 day of MARCH, 2012, before me appeared NICOLAS ROBERTSON, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Angela Echevarria
Notary Public
My commission expires: 11.23.12



Schedule A Trademark Assignment

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of the 2nd day of April, 2012 by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("*DuPont*"), and DuPont Air Products NanoMaterials, L.L.C., a Delaware limited liability company (the "*Company*"). Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in that certain Limited Liability Company Interest Purchase and Sale Agreement dated as of February 28, 2012 by and between DuPont, Air Products and Chemicals, Inc., and EKC Technology, Inc. (the "*PSA*").

WHEREAS, DuPont is the owner of the Trademarks and trademark rights of record in the United States Patent and Trademark Office and of certain foreign counterparts set forth on **Exhibit 1** to Schedule A hereto and all goodwill associated therewith (the "*Transferred Trademarks*"); and

WHEREAS, in connection with the transactions contemplated by the PSA, DuPont desires to assign to the Company, and the Company desires to accept from DuPont, ownership of the Transferred Trademarks.

NOW, THEREFORE, DuPont does hereby assign, sell and transfer unto the Company, its successors and assigns, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the entire and exclusive right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, any registrations therefor, and the right to sue for past, present or future infringements or dilution thereof and to recover damages and obtain all other remedies in respect to any such infringements or dilution thereof. This Assignment may be recorded with any governmental agency in order to perfect the ownership interest of the Company.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By: D.B. Miller *DM*
Name: David B. Miller
Title: President, Electronics & Communications
Date: 28 March 2012

STATE OF North Carolina
COUNTY OF Durham ss.

On this the 28th day of March, 2012, before me appeared David B. Miller, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Bonnie K. Chaplin
Notary Public
My commission expires: 12-26-2012

DUPONT AIR PRODUCTS
NANOMATERIALS, L.L.C.

By (Signature) _____

Name (Printed) _____

Title _____

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above.

E. I. DU PONT DE NEMOURS AND COMPANY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____ ss.

On this the _____ day of _____, 2012, before me appeared _____, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Notary Public
My commission expires: _____

**DUPONT AIR PRODUCTS
NANOMATERIALS, L.L.C.**

By: Nicolas W. Robertson
Name: Nicolas W. Robertson
Title: Chief Executive Officer

STATE OF ARIZONA
COUNTY OF MARICOPA ss.

On this the 26 day of MARCH, 2012, before me appeared NICOLAS ROBERTSON, the person who signed this instrument, who acknowledged that he signed such instrument as his free act and deed.

Angela Echevarria
Notary Public
My commission expires: 11-23-12

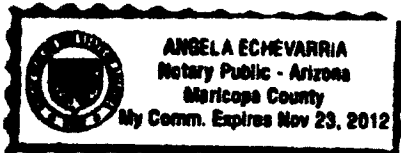


Exhibit 1 to Schedule A Transferred Trademarks

SEE ATTACHED

System	Category	Frequency	SFU	Division	Fiscal Year	Amount	Appr. D.	Appr. M.	Revs. D.	Revs. M.	Rmk.	Roll	Measure	Stat	Source	Cont'd.	Grant
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT
	ADDITIONAL	None	1111 1111-1111-1111-1111	1111 1111-1111-1111-1111	2018	2,000,000	2018/01/01	2018/03/31	11/01/2018	3/31/2018	2018	01	REVENUE	01	REVENUE	01	GRANT

Transmittal	Course	Phase	SIU	Division	Form	Assess	Result	Grade	Result	Grade	Message	Status	Session	Grade	Grade	
	3400	Phase 1	AMMUNITION	Electronics Technology	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134
	3400	Phase 2	AMMUNITION	Electronics Technology	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134
	3400	Phase 3	AMMUNITION	Electronics Technology	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134	00134

TRADEMARK

REEL: 004831 FRAME: 0493

AMENDMENT TO TRADEMARK LICENSE

This Amendment to Trademark License (this "*Amendment*") is entered into as of the 2nd day of April, 2012 by and between EKC Technology, Inc., a California corporation ("*EKC*") and DuPont Air Products NanoMaterials L.L.C., a Delaware limited liability company (the "*Company*").

WHEREAS, EKC and the Company are parties to that certain Trademark License dated April 27, 2004 (the "*Trademark License*"), pursuant to which, among other things, EKC granted to the Company, a royalty-free, exclusive license to use the EKC CMP Trademarks (as such term is defined in the Trademark License) on the terms and conditions set forth therein;

WHEREAS, Article 5 of the Trademark License contemplates that the license to the EKC CMP Trademarks will expire on the expiration or lapse of the Joint Venture (as such term is defined in the Trademark License);

WHEREAS, E. I. du Pont de Nemours and Company ("*DuPont*"), Air Products and Chemicals, Inc. ("*Air Products*"), EKC and the Company are parties to that certain Purchase and Sale Agreement dated February 28, 2012 (the "*LLC Agreement*"), pursuant to which Air Products has agreed to purchase from DuPont and EKC, and DuPont and EKC have agreed to sell to Air Products, all of DuPont's and EKC's membership interests in the Company;

WHEREAS, upon the consummation of the purchase and sale of DuPont's and EKC's membership interests in the Company, the Joint Venture shall have expired or lapsed within the meaning of the Trademark License; and

WHEREAS, EKC and the Company desire to amend the Trademark License as provided in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark License. Article 5 of the Trademark License is hereby amended by deleting the text therein in its entirety and inserting in lieu thereof the following:

The license to the EKC CMP Trademarks granted by EKC to DANM under Article 2 of this Agreement shall terminate and be of no further force or effect on December 31, 2012; provided, however, that the Company shall have the right to terminate the license granted under Article 2 of this Agreement upon not less than ten (10) days advance written notice to EKC.

2. Amendment to the Trademark License. Article 6 of the Trademark License is hereby amended by deleting the text therein in its entirety and inserting in lieu thereof the following:

INTENTIONALLY OMITTED.

3. No other Modifications. Except for the amendments set forth in paragraphs 1 through 2 above, this Amendment shall not alter, modify or otherwise affect the Trademark License and each of the terms and conditions contained in the Trademark License shall remain in full force and effect as provided in the Trademark License.

4. Miscellaneous. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Trademark License, the terms and conditions of this Amendment shall control. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to such terms in the Trademark License.

5. Governing Law. This Amendment shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws of that state.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.

EKC Technology, Inc.:

By: *D Holmes*

Name: Douglas Holmes

Title: President

DuPont Air Products NanoMaterials L.L.C.:

By: _____

Name: _____

Title: _____

Signature Page for Trademark License

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first above written.

EKC Technology, Inc.:

By: _____
Name: _____
Title: _____

DuPont Air Products NanoMaterials L.L.C.:

By: Nicolas H. Robertson
Name: Nicolas W. Robertson
Title: Chief Executive Officer

Signature Page for Trademark License