

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
Arkema Inc.		12/20/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Arkema France		
Street Address:	420 rue d'Estienne d'Orves		
City:	92700 Colombes		
State/Country:	FRANCE		
Entity Type:	CORPORATION: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3415388	PALADIN	
CORRESPONDENCE DATA			
Fax Number:	2128135901		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128135900		
Email:	assignments@fzlz.com		
Correspondent Name:	David Ehrlich		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	866 United Nations Plaza		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	ATOF 1205374		
DOMESTIC REPRESENTATIVE			
Name:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 1:	866 United Nations Plaza		
Address Line 4:	New York, NEW YORK 10017		

CH \$40.00 3415388

NAME OF SUBMITTER:	David Ehrlich
Signature:	/joseph gerber/
Date:	08/27/2012
Total Attachments: 6 source=Signed Assignment Deed PALADIN (F1068718)#page1.tif source=Signed Assignment Deed PALADIN (F1068718)#page2.tif source=Signed Assignment Deed PALADIN (F1068718)#page3.tif source=Signed Assignment Deed PALADIN (F1068718)#page4.tif source=Signed Assignment Deed PALADIN (F1068718)#page5.tif source=Power of Attorney PALADIN (F1068721)#page1.tif	

DEED OF TRADEMARK AND DOMAIN NAME ASSIGNMENT

BETWEEN

ARKEMA INC. having its place of business at 900 First Avenue, King of Prussia, PA19406, USA
represented by
Scott Schwartz, Regional President, Thiochemicals

hereinafter referred to as the Assignor

AND

ARKEMA FRANCE, a French law limited liability company (société anonyme) registered with
the commercial and companies registry of Nanterre under n° 319.632.790 and whose registered
office is located 420 rue d'Estienne d'Orves, 92700 COLOMBES, France, represented by
Mr. Michel Delaborde, Executive Vice President.

hereinafter referred to as the Assignee

Assignor and Assignee being also called together the
"Parties"

WHEREAS

The Assignor, ARKEMA INC., owns the Trademarks PALADIN® and Domain Name
"www.paladin.com" listed in Appendix 1 to this Agreement.

The Assignee wishes to acquire full and absolute title to the Trademarks and the Domain Name.

The Assignor is ready to assign the Trademarks and Domain Name to the Assignee and consents to
its usage by the Assignee.

IT IS AGREES AS FOLLOWS :

 
TRADEMARK

REEL: 004850 FRAME: 0087

ARTICLE 4 - INFRINGEMENT

- 4.1 The Assignee shall defend itself, at its own cost, against all infringement proceedings filed against it by any third parties in connection with the use of the Trademarks and Domain Name.
- 4.2 The Assignee shall bear the cost of all necessary expenses in such legal proceedings.

ARTICLE 5 - REGISTRATION TAX

The Assignee is responsible for and must pay all tax registration duties and any other taxes, as the case may be, arising as a result of this Agreement.

ARTICLE 6 - MISCELLANEOUS OBLIGATIONS

- 6.1 The Assignor or the Assignee, or any third party duly empowered by either of them, shall carry out all the formalities required for the performance of this Agreement, in particular for making the assignments of the Trademarks and Domain Name enforceable against third parties in all the countries in the Territory. The Assignee alone shall bear the cost of these formalities.
- 6.2 All rights and powers are given to the bearer of an original or certified copy of this Agreement to carry out the formalities prescribed by law and/or the different national and international trademark agencies, particularly for the filing of the assignments of Trademarks.
- 6.3 The Parties agree to reiterate their consent to this Agreement by confirmatory acts or contracts which might be required after the date of execution of this Agreement to complete the necessary formalities for its execution, particularly, the filing of the assignments of the Trademarks at national and international trademark offices.
- 6.4 The Assignor provides the Assignee with all the documents and information related to the Trademarks and Domain Name he hold at the date on which this agreement is signed and undertakes to provide the Assignee with all the documents related to the Trademarks and Domain Name which he may receive after the date of signature of the agreement.

ARTICLE 7 - SEVERABILITY

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

ARTICLE 8 -- PREVIOUS CONTRACTS / AMENDMENT OF THE AGREEMENT

- 8.1. This Agreement shall cancel and replace all previous agreements signed between the Parties in relation to the Trademarks and Domain Name.
- 8.2. Any amendment, termination and/or renunciation of any provision whatsoever of this Agreement, shall only be valid after the Parties have given their written and signed consent thereto.

ARTICLE 9 - NOTICES

Any notice to be given in connection with this Agreement 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 10 -- GOVERNING LAW

This Agreement shall be governed by the laws of FRANCE.

ARTICLE 11 - JURISDICTION

Any dispute arising as a result of the creation, interpretation or performance of this Agreement shall be submitted to the exclusive jurisdiction of the Courts of Paris, notwithstanding the existing of multiple defendants or third party proceedings.

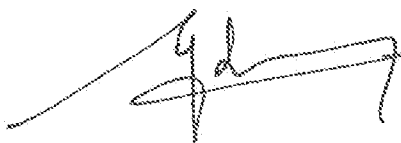
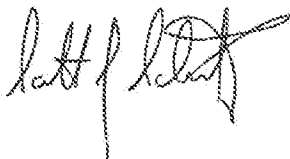
Made at Colombes, in four originals, on ...December 20, 2011

THE ASSIGNOR

THE ASSIGNEE

ARKEMA INC

ARKEMA FRANCE



Name : Scott Schwartz
Position : Regional President
Thiochemicals

Name : Michel Delaborde
Position : Executive Vice President

APPENDIX 1

List of the Trademarks "PALADIN"

TRADEMARK	COUNTRY	REG. NO.	REG. DT.	APPL. NO.	APPL. DT.
PALADIN	United States	3415388	22AP2008	77/161662	20AP2007
PALADIN	Australia			1399553	08DE2010
PALADIN	Canada	757710	22JA2010	1372727	07NO2007
PALADIN	Community Trademark	5899521	27MR2008	5899521	23AP2007
PALADIN	Egypt	208686	20JL2009	208686	01NO2007
PALADIN	Israel	205186	08MR2009	205186	30OC2007
PALADIN	Japan	5099138	14DE2007	2007-41517	25AP2007
PALADIN	Lebanon	114019	11DE2007	114019	11DE2007
PALADIN	Mexico	1015413	30NO2007	894343	07NO2007
PALADIN	Morocco	113737	25FE2008	113737	01NO2007
PALADIN	South Africa	2007/24848	30OC2007	2007/24848	30OC2007

List of the Domain Names for "Paladin"

www.paladin.com

Handwritten initials and a circled number 10

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Arkema France
Registration No.: 3415388
Registration Date: April 22, 2008
Mark: PALADIN

REVOCATION OF POWER OF ATTORNEY,
REQUEST FOR CHANGE OF ADDRESS FOR CORRESPONDENCE, AND
APPOINTMENT OF DOMESTIC REPRESENTATIVE

Arkema France hereby revokes all Powers of Attorney heretofore granted in connection with this application.


ADDRESS FOR CORRESPONDENCE

Applicant requests that all correspondence in connection with this application be directed to the law firm of Fross Zelnick Lehrman & Zissu, P.C., 866 United Nations Plaza, New York, New York 10017, Attention: David Ehrlich (Tel.: 212-813-5920), its attorneys.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Applicant hereby appoints the law firm of Fross Zelnick Lehrman & Zissu, P.C. of 866 United Nations Plaza, New York, New York 10017 (Tel: 212-813-5900) its attorneys and representatives upon whom notices or process in proceedings affecting the above-identified mark may be served.

Arkema France

By: 
Name: Sophie LAUREC
Title: Trademark Counsel
Dated: August 10, 2012