

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Arkema France</td> <td></td> <td>05/01/2012</td> <td>LIMITED LIABILITY COMPANY: FRANCE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Arkema France		05/01/2012	LIMITED LIABILITY COMPANY: FRANCE																
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<table border="1"> <tr> <td>Name:</td> <td colspan="3">Bayer MaterialScience LLC</td> </tr> <tr> <td>Street Address:</td> <td colspan="3">119 Salisbury Road</td> </tr> <tr> <td>City:</td> <td colspan="3">Sheffield</td> </tr> <tr> <td>State/Country:</td> <td colspan="3">MASSACHUSETTS</td> </tr> <tr> <td>Postal Code:</td> <td colspan="3">01257</td> </tr> <tr> <td>Entity Type:</td> <td colspan="3">LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Bayer MaterialScience LLC			Street Address:	119 Salisbury Road			City:	Sheffield			State/Country:	MASSACHUSETTS			Postal Code:	01257			Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
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PROPERTY NUMBERS Total: 1																											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>0715610</td> <td>TUFFAK</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	0715610	TUFFAK																		
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CORRESPONDENCE DATA																											
<p>Fax Number: 4127784432 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 412-777-4860 Email: BayerTrademarkUS@bayer.com Correspondent Name: Jeffrey M. Gitchel Address Line 1: 100 Bayer Road Address Line 4: Pittsburgh, PENNSYLVANIA 15205</p>																											
NAME OF SUBMITTER:	Jeffrey M. Gitchel																										
Signature:	/Jeffrey M. Gitchel/																										
Date:	08/31/2012																										

Total Attachments: 7

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EXHIBIT C
DEED OF TRADEMARK AND DOMAIN NAME ASSIGNMENT

This deed of trademark assignment is concluded as of May 1, 2012.

BETWEEN

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, on behalf of its subsidiary, ARKEMA INC., a Pennsylvania corporation, having a place of business at 900 First Avenue, King of Prussia, Pennsylvania 19406 represented by Antonis Papadourakis, Regional Group President PMMA and Methacrylates.

Hereinafter referred to as the Assignor

AND

BAYER MATERIALSCIENCE LLC, a Delaware limited liability company having a place of business at 119 Salisbury Road, Sheffield, Massachusetts 01257 represented by Gregory S. Babe, President and CEO.

Hereinafter referred to as the Assignee

Assignor and Assignee being also called together the "Parties"

WHEREAS

Pursuant to an Asset Purchase Agreement, dated April 11, 2012, ARKEMA INC. will, among other things, sell, transfer and assign to Assignee, and Assignee desires to acquire and assume from ARKEMA INC., all of the Purchased Assets (as defined in the Asset Purchase Agreement) as more specifically provided for in the Asset Purchase Agreement.

The Assignor, ARKEMA FRANCE, owns the Trademarks TUFFAK® and Domain Names listed in Appendix 1 and 2 to this Agreement.

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

The Assignor is ready to assign full and absolute title to the Trademarks and Domain Names to the Assignee.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

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

“Agreement” means this agreement for the assignment of the Trademarks and Domain Names, its Appendix and subsequent amendments.

“Trademarks” means the registered and/or pending trademarks such as they are identified in Appendix 1 of this Agreement.

“Domain Names” means the domain names such as they are identified in Appendix 2 of this Agreement.

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

ARTICLE 2 – PURPOSE OF THE AGREEMENT

- 2.1. The Assignor hereby divests itself of any and all rights it had in and to the Trademarks in the Territory and Domain Names and conveys them to the Assignee, who accepts, (i) full and absolute title and interest to the Trademarks and Domain Names 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 Agreement is executed.
- 2.2. This Assignment is granted without exception or reservation and with no warranty other than warranties that the registration and/or filing of the Trademarks and Domain Names exist, on the date of execution of this Agreement.
- 2.3. The Assignee expressly agrees to conclude this assignment at its own risk and peril. The Assignor does not warrant to the Assignee that the rights of the Assignee in the Trademarks and Domain Names cannot be ousted by a third party, and does not guarantee the total or partial repayment of the purchase price, in the event of the cancellation of one of the Trademarks and/or of the Domain Names after the date of execution of this Agreement.

ARTICLE 3 – PRICE

In consideration of this assignment, the Assignee shall pay herewith to the Assignor's subsidiary a fixed lump sum as provided in Article 3.1 of the ASSET PURCHASE AGREEMENT dated April 11, 2012 between the Assignor's subsidiary, Arkema Inc. and the Assignee, to which this Agreement is Exhibit C, in respect of which this Agreement shall give good and valid receipt.

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 Names.
- 4.2 The Assignee shall bear the cost of all necessary expenses in such legal proceedings.

ARTICLE 5 – OBLIGATIONS OF THE PARTIES

- 5.1 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 the Domain Names enforceable against third parties in all the countries in the Territory. The Assignee alone shall bear the cost of these formalities.
- 5.2 The Assignee undertakes within the twelve months following the execution of the Agreement, to file the formalities required in order to record before the local Trademark Offices and the web hosting service providers the transfer of the Trademarks and Domain Names in favour of the Assignee.
- 5.3 The Assignor provides the Assignee with all the documents and information related to the Trademarks and Domain Names it holds 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 Names which it may receive after the date of signature of the Agreement.
- 5.4 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 or web hosting service providers, particularly for the filing of the assignments of Trademarks.
- 5.5 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.

ARTICLE 6 – REGISTRATION FEES AND TAXES

The Assignee is responsible for and must pay all registration duties and any other taxes, as the case may be, arising as a result of this 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 Domain Names 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 shall remain in force.

ARTICLE 8 - AMENDMENT OF THE AGREEMENT

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.

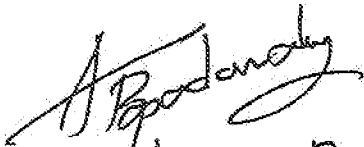
ARTICLE 11 - JURISDICTION

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 (France), notwithstanding the existing of multiple defendants or third party proceedings.

Made at Pennsylvania, in four originals, on May 1, 2012

**THE ASSIGNOR
ARKEMA FRANCE**

**THE ASSIGNEE
BAYER MATERIALSCIENCE LLC**



Name: ANTONIS PAPADOURAKIS
Position: REGIONAL GROUP
PRESIDENT
PRIMA & METHACRYLATEX
ARKEMA INC.

Name: Gregory S. Babe
Position: President and CEO

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THE ASSIGNOR
ARKEMA FRANCE

THE ASSIGNEE
BAYER MATERIALSCIENCE LLC



Name:
Position:

Name: Gregory S. Babe
Position: President and CEO

APPENDIX 1: List of the Trademarks "TUFFAK"

Trademark	Country	Status	Type of Filing	Classes	Owner	Filing Date	Filing Number	Registration Date	Registration Number	Next Renewal
TUFFAK	Australia	Registered	National Filing	17	ARKEMA FRANCE	27 April 1961	A 166.426	27 April 1961	A 166.426	27 apr 2016
TUFFAK	Benelux	Registered	National Filing	01;17;21	ARKEMA FRANCE	27 Sept 1971	12.732	27 Sept 1971	62.878	27 sept 2021
TUFFAK	Brazil	Registered	National Filing	17	ARKEMA FRANCE	01 July 1970	405.168	01 July 1970	405.168	11 dec 2020
TUFFAK	Cambodia (Ex-Kampuchee)	Registered	National Filing	01	ARKEMA FRANCE	15 Nov 1984	5.270	15 Nov 1984	5.288	15 nov 2014
TUFFAK	Canada	Registered	National Filing	17	ARKEMA FRANCE	09 May 1961	262.786	16 Feb 1962	125.530	16 fevr 2022
TUFFAK	Chile	Registered	National Filing	17	ARKEMA FRANCE	11 June 1991	96.449-A	14 Nov 1961	133.898	20 jun 2012
TUFFAK	China	Registered	National Filing	17	ARKEMA FRANCE	30 April 1985	91/25.626	28 May 1982	597.108	30 mai 2012
TUFFAK	Colombia	Registered	National Filing	17	ARKEMA FRANCE	03 May 1961	92/244.135	05 July 2002	293.293	05 jul 2012
TUFFAK	Cuba	Registered	National Filing	01	ARKEMA FRANCE	03 May 1961	202.577	04 Feb 1962	107.407	04 fevr 2014
TUFFAK	Denmark	Registered	National Filing	01;17	ARKEMA FRANCE	24 April 1961	1.353/1861	24 Feb 1962	300/1982	24 fevr 2022
TUFFAK	Ecuador	Registered	National Filing	01	ARKEMA FRANCE	30 April 1986	4.606	01 Oct 1986	6.181/88	01 oct 2021
TUFFAK	France	Registered	National Filing	01;17	ARKEMA FRANCE	05 May 1961	74.178	06 May 1961	67	31 janv 2016
TUFFAK	Germany	Registered	National Filing	17	ARKEMA FRANCE	09 May 1961	R 14.984	08 May 1961	782.961	31 mai 2021
TUFFAK	Greece	Registered	National Filing	17	ARKEMA FRANCE	25 April 1961	26.879	25 April 1961	26.879	26 avr 2021
TUFFAK	Hong Kong	Registered	National Filing	17	ARKEMA FRANCE	25 May 1991	3.460/81	25 May 1991	4.359/92	25 mai 2012
TUFFAK	India	Registered	National Filing	17	ARKEMA FRANCE	01 August 1994	636.643	01 Aug 2004	836.643	01 aout 2014
TUFFAK	Indonesia	Registered	National Filing	17	ARKEMA FRANCE	27 Sept 1980	18.719	12 Dec 1982	284.144	12 dec 2012
TUFFAK	Israel	Registered	National Filing	17	ARKEMA FRANCE	30 April 1961	33.390 C/78	30 April 1961	19.719	30 avr 2024
TUFFAK	Italy	Registered	National Filing	17	ARKEMA FRANCE	12 March 1976	74.148	18 April 1962	331.876	12 mars 2016
TUFFAK	Italy	Registered	National Filing	01;17	ARKEMA FRANCE	05 May 1961	74.148	05 May 1961	87	06 mai 2021
TUFFAK	Japan	Registered	National Filing	01;17	ARKEMA FRANCE	08 Nov 1982	98.618/1982	25 June 1986	1.786.233	25 juin 2015
TUFFAK	Laos (People's Democratic Republic of)	Registered	National Filing	01	ARKEMA FRANCE	24 Feb 2020	3.404/94	24 Feb 2020	7.489	24 fevr 2020
TUFFAK	Malaysia	Registered	National Filing	01	ARKEMA FRANCE	20 August 1990	5.523/90	20 Aug 1990	5.523/90	20 aout 2021
TUFFAK	New Zealand	Registered	National Filing	17	ARKEMA FRANCE	26 April 1961	88.533	26 April 1961	88.533	26 avr 2020
TUFFAK	Nicaragua	Registered	National Filing	01	ARKEMA FRANCE	14 Nov 1961	11.360	14 Nov 1961	11.360	14 nov 2021
TUFFAK	Singapore	Registered	National Filing	01	ARKEMA FRANCE	20 August 1990	5.790/90	20 Aug 1990	5.790/90	20 aout 2017
TUFFAK	South Africa	Registered	National Filing	17	ARKEMA FRANCE	25 April 1961	61/1.334	25 April 1961	61/1.334	25 avr 2015
TUFFAK	South Africa	Registered	National Filing	01	ARKEMA FRANCE	25 April 1981	1984/11.994	25 April 1981	61/1.334	25 avr 2015
TUFFAK	South Korea / Republic of Korea	Registered	National Filing	01;17	ARKEMA FRANCE	07 August 1984	1.671	02 Sept 1985	116.096	02 sept 2015
TUFFAK	Switzerland	Registered	National Filing	01;17;21	ARKEMA FRANCE	24 June 1961	819.886	24 June 1961	186.199	11 mars 2021
TUFFAK	United Kingdom	Registered	National Filing	17	ARKEMA FRANCE	25 April 1960	104.795	25 April 1961	819.886	25 avr 2018
TUFFAK	United States Of America	Registered	National Filing	17	ARKEMA FRANCE	19 Sept 1960	91.506	23 May 1961	745.610	23 mai 2021
TUFFAK	Uruguay	Registered	National Filing	17	ARKEMA FRANCE	10 Sept 1964	91.506	09 Sept 1965	91.505	08 fevr 2015
TUFFAK	Venezuela	Registered	National Filing	17	ARKEMA FRANCE	07 Feb 1978	63.751	07 Feb 1978	43.751	07 fevr 2013
TUFFAK	Vietnam	Registered	National Filing	17	ARKEMA FRANCE	31 Oct 1994	20.460	30 Aug 1994	17.903	31 oct 2014
TUFFAK (in Chinese characters)	China	Registered	National Filing	17	ARKEMA FRANCE	11 June 1991	91/25.650	30 May 1992	687.105	30 mai 2012
TUFFAK (in Chinese characters)	Hong Kong	Registered	National Filing	17	ARKEMA FRANCE	03 June 1991	3.729/91	03 June 1991	4.793/1992	03 jun 2012
TUFFAK (in Korean characters)	South Korea / Republic of Korea	Registered	National Filing	01;17	ARKEMA FRANCE	14 Oct 1999	38.632/1999	26 Feb 2001	488.573	26 fevr 2021
TUFFAK (in Katakana)	Japan	Registered	National Filing	01;17	ARKEMA FRANCE	03 July 1993	69.139/1993	24 Dec 1993	2.608.026	24 dec 2013

TRADEMARK

REEL: 004853 FRAME: 0706

APPENDIX 2

List of the Domain Names

Domain Name	Zone	Reservation Date	Expiry Date	Owner
<u>tuffak.biz</u>	biz	05/02/2010	18/11/2012	ARKEMA FRANCE
<u>tuffak.com</u>	com	18/06/2009	02/11/2012	ARKEMA FRANCE
<u>tuffak.com.cn</u>	com.cn	11/07/2009	15/12/2012	ARKEMA FRANCE
<u>tuffak.eu</u>	eu	23/04/2009	23/06/2012	ARKEMA FRANCE
<u>tuffak.info</u>	info	05/02/2010	31/07/2012	ARKEMA FRANCE
<u>tuffak.us</u>	us	05/02/2010	18/04/2012	ARKEMA FRANCE
<u>tuffak.xxx</u>	xxx	25/01/2012	01/12/2021	ARKEMA FRANCE