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
BAE Systems Tensylon High Performance Materials Inc.		107/19/2012	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	E. I. du Pont de Nemours and Company
Street Address:	1007 Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19898
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2494934	TENSYLON

CORRESPONDENCE DATA

Fax Number: 3023518771

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 302-992-3451

Email: dupont.trademarks@usa.dupont.com

Correspondent Name: E. I. du Pont de Nemours and Company

Address Line 1: 1007 Market Street

Address Line 4: Wilmington, DELAWARE 19898

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Date:	09/20/2012
Total Attachments: 5 source=TENSYLON Assignment#page1.tif source=TENSYLON Assignment#page2.tif source=TENSYLON Assignment#page3.tif source=TENSYLON Assignment#page4.tif source=TENSYLON Assignment#page5.tif	

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "<u>Assignment</u>") is made and entered into as of the 19th day of July, 2012, by and between BAE Systems Tensylon High Performance Materials Inc., a North Carolina corporation ("<u>Assignor</u>"), and E. I. du Pont de Nemours and Company, a Delaware corporation ("<u>Assignee</u>").

RECITALS

- A. Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of June 8, 2012 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto, pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee and Assignee has agreed to purchase, accept and acquire from Assignor, all of the Transferred Trademarks (as defined in the Asset Purchase Agreement) as more fully described on Schedule A hereto.
- **B.** The Asset Purchase Agreement provides that as a condition to the consummation of the transactions contemplated thereby, each of Assignor and Assignee shall execute and deliver this Assignment to the other party.
- **NOW, THEREFORE,** in consideration of the transactions contemplated in the Asset Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:
- 1. <u>Capitalized Terms</u>. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Asset Purchase Agreement.
- Assignment. Subject to Section 3 of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Transferred Trademarks, together with the goodwill, if any, of the Business associated therewith and which is symbolized thereby, and Assignee hereby accepts such assignment, transfer and conveyance. Assignor further assigns, transfers and conveys to Assignee all rights, if any and subject to any license agreement or other Contract with a third party, of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Transferred Trademarks, including, without limitation, all common law rights with respect thereto, the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse, and Assignee hereby accepts such assignment, transfer and conveyance.
- 3. <u>Incorporation of Asset Purchase Agreement</u>. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Purchase Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. This Assignment is made without representation or warranty, except as and to the extent provided in

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the Asset Purchase Agreement. Nothing herein contained shall itself (i) change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Asset Purchase Agreement in any manner whatsoever or (ii) constitute a waiver or release by Seller or Buyer of any liabilities, duties or obligations imposed on any of them by the terms of the Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

- 4. <u>Successors and Assigns</u>. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 5. <u>No Third-Party Beneficiaries</u>. This Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.
- 6. Governing Law. Any controversy or claim arising out of or relating to this Assignment shall be handled in accordance with Section 9.3 of the Asset Purchase Agreement. This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles, and, except as otherwise provided herein, the State and Federal courts in Washington, D.C. shall have exclusive jurisdiction over any Proceeding seeking to enforce any provision of, or based upon any right arising out of, this Assignment. The Parties hereto do hereby irrevocably (i) submit themselves to the personal jurisdiction of such courts, (ii) agree to service of such courts process upon them with respect to any such Proceeding, (iii) waive any objection to venue laid therein and (iv) consent to service of process by registered mail, return receipt requested. The Parties acknowledge and agree that the foregoing choice of law and forum provisions are the product of an arms-length negotiation between the Parties.
- 7. <u>Counterparts</u>. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
- 8. <u>Headings</u>. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

[Signature Page Follows on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date first above written.

Assignor:	Assignee:
BAE Systems Tensylon High Performance Materials Inc.	E. I. du Pont de Nemours and Company
By: Name: Jinnifn H. Blkm Title: Inthony of Signatury	By:

1043007

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date first above written.

Assignor:	Assignee:
BAE Systems Tensylon High Performance Materials Inc.	E. I. du Pont de Nemours and Company
Ву:	By: homas 2 Soull
Name:	Name: Thomas G. Powell
Title:	Title: President - DuPont Protection Technologies

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SCHEDULE A Transferred Trademarks

- 1. U.S. Trademark Reg. No. 2,494,934 for the mark TENSYLON for "Synthetic fibers used to reinforce concrete and used as building materials and in civil engineering applications." Registered October 2, 2001. Sec. 8/15 affidavit filed.
 - 2. The following common law mark:



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RECORDED: 09/20/2012