

## 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
	POLYPLEX USA LLC		07/02/2012	LIMITED LIABILITY COMPANY: ALABAMA
	VACUMET CORP.		07/02/2012	CORPORATION:
RECEIVING PARTY DATA				
Name:	POLYPLEX USA LLC			
Street Address:	3001 Mallard Fox Drive, NW			
City:	Decatur			
State/Country:	ALABAMA			
Postal Code:	35601			
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	1161887	BARRIER-MET	
CORRESPONDENCE DATA				
Fax Number:	6784432230			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	678-443-2224			
Email:	skumar@kppblaw.com			
Correspondent Name:	Sonjui L. Kumar, Esq.			
Address Line 1:	1117 Perimter Center West			
Address Line 2:	Suite W311			
Address Line 4:	Atlanta, GEORGIA 30338			
ATTORNEY DOCKET NUMBER:	3339.015			
NAME OF SUBMITTER:	Sonjui L. Kumar			

Signature:	/Sonjui L. Kumar/
Date:	10/10/2012
Total Attachments: 7 source=A0309731#page1.tif source=A0309731#page2.tif source=A0309731#page3.tif source=A0309731#page4.tif source=A0309731#page5.tif source=A0309731#page6.tif source=A0309731#page7.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is delivered as of July 2, 2012 by Vacumet Corp., a New Jersey corporation ("Assignor") to Polyplex USA LLC, an Alabama limited liability company ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement, dated as of June 7, 2012 (the "Agreement"), among Assignor, Assignee and, for the limited purposes set forth therein, Scholle Corporation, a Nevada corporation.

WHEREAS, ASSIGNOR owns all right, title and interest in and to the trademarks listed on Schedule 1 attached hereto (the "Trademarks"), together with all associated goodwill;

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee all of its right, title and interest in and to the Trademarks;

WHEREAS, Assignor desires to assign its right, title and interest in and to the Trademarks and all associated goodwill to Assignee; and

WHEREAS, the parties wish to acknowledge this assignment and make it of record in the United States Patent and Trademark Office and in any and all foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound hereby:

1. Assignor hereby assigns, transfers and sets over unto Assignee, free and clear of all Liens, its whole and entire right, title and interest in and to the Trademarks, together with all associated goodwill to be held and enjoyed by Assignee for its own use and on its own behalf, and to inure to the benefit of Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been executed and such assignment, sale and transfer not been made. Assignor further assigns all related past, present and future causes of action, whether asserted or not, the right to enforce the rights to said Trademarks, the rights to all income derived from the Trademarks, including the right to all unpaid royalties with respect to the use of any of the Trademarks, and any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, dilution, misappropriation, or other violation of the Trademarks, false designations of origin, unfair competition and/or deceptive trade practices related to the Trademarks, use of confusingly similar marks or names by others, and all other related causes of action.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of Assignee that Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Trademarks to Assignee, its successors or assigns, and to obtain, maintain, perfect, and protect the Trademarks and Assignee's rights therein.

3. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

*[Signature Page Follows.]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the date set forth below.

Assignor:

VACUMET CORP.

By: 

Name: James Samson

Title: Assistant Treasurer

TRADEMARK ASSIGNMENT

TRADEMARK  
REEL: 004878 FRAME: 0072

**Schedule 1**  
**Trademarks**

1. The following registered trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
BARRIER-MET	U.S.A	1161887	July 21, 1981
	Argentina	2275007	March 4, 2009
	Australia	1196722	August 30, 2007
	Canada	TMA736,085	March 10, 2009
	Chile	837510	December 23, 2008
	Colombia	380933	June 23, 2009

2. The following trademarks applications:

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
BARRIER-MET	Brazil	829343679	October 9, 2007

Execution Version

**ASSET PURCHASE AGREEMENT**

**dated as of June 7, 2012**

**by and among**

**Polyplex USA LLC**

**as Buyer,**

**Vacumet Corp.,**

**as Seller,**

**and**

**Scholle Corporation,**

**as Parent**

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile, delivered by personal delivery, or sent by a nationally recognized overnight delivery service, (c) deemed to have been given on the date faxed (as long as confirmation of successful transmission is obtained from the sender's facsimile machine), the date of personal delivery, or the Business Day after deposit with the overnight delivery service, and (d) addressed as follows:

To Buyer:

Polyplex USA LLC  
3001 Mallard Fox Drive, NW  
Decatur, AL 35601  
Attention: Amit Kalra  
Facsimile: 256-686-2951

With a copy  
(which shall not constitute notice) to:

Kumar, Prabhu, Patel & Banerjee, LLC  
1117 Perimeter Center West; Suite W311  
Atlanta, GA 30338  
Attention: Sonjui Kumar, Esq.  
Facsimile: 678-443-2230

To Seller or Parent:

c/o Scholle Corporation  
19520 Jamboree Road  
Suite 250  
Irvine, CA 92612  
Attention: General Counsel  
Facsimile: 949-250-1462

With a copy  
(which shall not constitute notice) to:

Moore & Van Allen PLLC  
100 N. Tryon Street  
Suite 4700  
Charlotte, NC 28202  
Attention: E. Beauregarde Fisher III  
Facsimile: 704-378-2006

or to any other or additional addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 14.2.

**Section 14.3 Assignment; Benefit and Binding Effect.**

Except for assignments to Affiliates or the collateral assignment of this Agreement by Buyer to its lenders, no party hereto may assign this Agreement without the prior written consent of the other parties hereto. This Agreement shall be binding upon and shall inure to the benefit

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Asset Purchase Agreement, or caused this Asset Purchase Agreement to be executed by their respective duly authorized officers, as of the date first written above.

**BUYER:**

POLYPLEX USA LLC

By: \_\_\_\_\_

Name: AMIT KALRA

Title: PRESIDENT

**SELLER:**

VACUMET CORP.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PARENT:**

For the limited purposes set forth in Sections 4.4(k),  
8.4, 8.5, 8.6 and Article XII,

SCHOLLE CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have executed this Asset Purchase Agreement, or caused this Asset Purchase Agreement to be executed by their respective duly authorized officers, as of the date first written above.

**BUYER:**

POLYPLEX USA LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

VACUMET CORP.

By: Martin Bell

Name: MARTIN BELL

Title: Vice President, General Counsel  
and Secretary

**PARENT:**

For the limited purposes set forth in Sections 4.4(k),  
8.4, 8.5, 8.6 and Article XII,

SCHOLLE CORPORATION

By: Jim Middendorf

Name: Jim Middendorf

Title: Vice President, Corporate Development