

## 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
Sud-Chemie AG		06/28/2012	Aktiengesellschaft: GERMANY
RECEIVING PARTY DATA			
Name:	Clariant Produkte (Deutschland) GmbH		
Street Address:	Bruningstrasse 50		
City:	65929 Frankfurt/Main		
State/Country:	GERMANY		
Entity Type:	Gesellschaft mit beschränkter Haftung: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85393187	DMAX	
CORRESPONDENCE DATA			
Fax Number:	7032436410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-465-5355		
Email:	docketing@mwzb.com, smithj@mwzb.com		
Correspondent Name:	Jeffrey Smith, Esq of Millen & White, PC		
Address Line 1:	2200 Clarendon Boulevard		
Address Line 2:	Suite 1400		
Address Line 4:	Arlington, VIRGINIA 22201		
ATTORNEY DOCKET NUMBER:	STOLMAR-0085-T		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey Smith, Esq of Millen & White, PC		
Address Line 1:	2200 Clarendon Boulevard		
Address Line 2:	Suite 1400		

Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER:

Jeffrey A. Smith

Signature:

/jas/

Date:

01/25/2013

Total Attachments: 4

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## Trademark Assignment Agreement

By and between

Süd-Chemie Aktiengesellschaft, Munich, Germany, registered in the commercial register of the court of first instance in Munich (Amtsgericht München) under HRB 1019 and having its address at  
Lenbachplatz 5, 80333 München, Germany

-hereinafter "SCAG"-

and

Clariant Produkte (Deutschland) GmbH, registered in the commercial register B of the court of first instance in Frankfurt am Main (Amtsgericht Frankfurt am Main) under HRB 42045 and having its address at Brüningstraße 50, 65929 Frankfurt/Main, Germany

-hereinafter "CPG"-

### Preamble

WHEREAS SCAG wishes to transfer certain assets and trademark rights to CPG,

WHEREAS SCAG is the registered owner of trademark right applications and/or registrations set out in the Annex, including the goodwill associated therewith, any common law rights in the marks corresponding to the applications and/or registrations, and the right to sue for past damages with respect to infringement of any of the foregoing, (hereinafter referred to as "Contract IP-Rights"),

AND WHEREAS CPG desires to obtain the Contract IP-Rights and SCAG is willing to assign the Contract IP-Rights upon the terms and conditions set out herein.

NOW THEREFORE, in view of the foregoing the parties agree to the following:

#### 1. Assignment and Transfer of the Contract IP-Rights

- (1) SCAG thereby assigns all the rights in connection with the Contract IP-Rights to CPG and
- (2) CPG hereby accepts the assignment of the Contract IP-Rights, effective as of July 2, 2012.

#### 2. Representations and Warranties

- (1) SCAG represents and warrants that it is the owner of the Contract IP-Rights.
- (2) SCAG represents and warrants that the registration status of the Contract IP-Rights set forth in the Annex of this agreement is correctly provided.

### 3. Price and Costs

(1) CPG shall pay to SCAG the assignment price of 100 € (in words one hundred Euros) inclusive of statutory value added tax for the Contract IP-Rights.

(2) CPG shall bear the costs and fees for the transfer of the Contract IP-Rights, unless otherwise agreed between the parties.

### 4. Miscellaneous

(1) This contract is governed exclusively by German law without giving effect to principles of conflict of laws.

(2) The court in Munich, Germany shall have exclusive jurisdiction and venue over disputes arising from or in connection with this agreement.

(3) The parties are each aware of the risk that one or more terms of this agreement may, contrary to the current perception of the parties to this agreement, be unenforceable or void. In each such case, the parties would like to exclude any doubt as to the validity of this agreement. Should one or more conditions of this agreement, including this clause, entirely or partially be or become unenforceable or void or should this agreement contain any omission, the remaining provisions of this agreement shall remain in effect notwithstanding § 139 BGB. The occurrence of inapplicable or invalid provisions obligates the parties to replace these provisions with provisions which most closely reflect their commercial purpose.

München, 28 June 2012

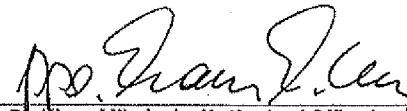
Frankfurt am Main, 28 June 2012

Süd-Chemie AG

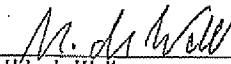
Clariant Produkte (Deutschland) GmbH



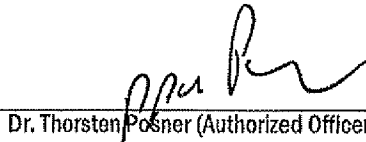
Doris Etter  
Chairman of the Managing Board



Dr. Klaus Mikulecky (Authorized Officer)



Udo de Wall  
Member of the Management Board



Dr. Thorsten Posner (Authorized Officer)

Annex Trademark Assignment Agreement 28 June 2012

Trademark	Country	Application Date	Registration Date	Reg.-Nr.	Class
AcryloMax	BR	23.08.2011			1
AcryloMax	DE	17.08.2011	19.09.2011	30 2011 045 037	1
AcryloMax	EM	17.08.2011	28.12.2011	010200632	1
ActiSorb	DE	08.11.2004	07.12.2004	304 63 270	01 07
C-MAX	EM	21.09.2006	19.03.2009	005360235	01 07 09 42
C-MAX	WO	21.09.2006	21.09.2006	914 258	01 07 09 42
DMax	US	09.08.2011			US 01 42
D-MAX	DE	31.08.2006	28.11.2006	306 54 229	01 07 09 37 42
FTMax	WO	18.01.2007	18.01.2007	931 235	01 07 09 37 42 US/RU: 01 07 37 42
HDMax	EM	25.11.2005	20.11.2006	004761987	01
Hydex	DE	08.11.2004	07.12.2004	304 63 271	01 07
LITI Power	DE	27.06.2011			DE 01 09
LITI Power	CH	27.06.2011			01 09
MEGAMAX	CL	28.03.2005	19.08.2005	731380	01
MEGAMAX	CL	28.03.2005	19.08.2005	731381	07
MEGAMAX	CL	28.03.2005	19.08.2005	731382	42
METAMAX	KR	19.09.2011			01
MTPROP	WO	28.02.2007	28.02.2007	919 389	01
PolyMax	WO	26.11.2005	26.11.2005	877 342	1
SL-Fuel	EM	07.11.2008	10.06.2009	007399496	01 04 35 39 42
SUD CHEMIE (+ S-Device)	DE	23.07.1975	04.12.1975	938 602	01 02 03 05 19 31
sunliquid	BR	25.08.2011			01
sunliquid	BR	25.08.2011			04
sunliquid	BR	26.08.2011			35
sunliquid	BR	26.08.2011			39
sunliquid	BR	24.08.2011			40
sunliquid	BR	24.08.2011			42

I hereby certify, that the above is the true signature, subscribed in my presence, of

1. Mrs. Doris Etter born. Plaschke, born on December 20th, 1951,  
resident on business at: Am Unisys-Park 1, 65843 Sulzbach, Germany  
identifying himself by his valid Identity Card
2. Mr. Udo de Wall, born on November 12th, 1963,  
resident on business at: Am Unisys-Park 1, 65843 Sulzbach, Germany  
identifying himself by his valid Identity Card

I hereby certify that, according to a presented certified copy of the Companies' Register on München:

In the Companies' Register of the Local court of München, Germany, the Süd-Chemie Aktiengesellschaft, Germany, is registered under registration number HRB 1019. This Company will be represented by Mrs. Doris Etter (Managing Director = Geschäftsführer) in conjunction with Mr. Udo de Wall (Managing Director = Geschäftsführer).

and

3. Mr. Dr. Klaus Mikulecky, born on April 13<sup>th</sup>, 1964  
resident on business at: Am Unisys-Park 1, 65843 Sulzbach  
identifying himself by his valid Identity Card
4. Mr. Dr. Thorsten Posner, born on April 15th, 1966,  
resident on business at: Am Unisys-Park 1, 65843 Sulzbach  
identifying himself by his valid Identity Card

I hereby certify that, according to a presented certified copy of the Companies' Register of Frankfurt am Main:

In the Companies' Register of the Local court of Frankfurt am Main, Germany, the Clariant Produkte (Deutschland) GmbH, Germany, is registered under registration number HRB 42045. This Company will be represented by Dr. Klaus Mikulecky (Authorized Officer = Prokurist) in conjunction with Mr. Dr. Thorsten Posner (Authorized Officer = Prokurist).

The Notary advised the person appearing on the meaning of § 3 (1) No. 7 of the Notarization Act (Beurkundungsgesetz) and the person appearing denied any prior activities within the meaning of that provision.

Eschborn, on June 28th, 2012

Hoppe  
Notary

TRADEMARK