

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
The Dow Chemical Company		11/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PMC Cincinnati, Inc.
Street Address:	1288 Route 73
Internal Address:	Suite 401
City:	Mt. Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2780590	ADVALUBE
Registration Number:	1704503	ADVAPAK
Registration Number:	0568044	ADVASTAB
Registration Number:	0879332	ADVAWAX
Registration Number:	0439076	ADVAWAX

CORRESPONDENCE DATA

Fax Number: 2158325337
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-569-5337
 Email: Lashmen@blankrome.com
 Correspondent Name: Lisa Casey Spaniel
 Address Line 1: One Logan Square
 Address Line 2: 8th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

OP \$140.00 2780590

TRADEMARK

NAME OF SUBMITTER:	Lisa Casey Spaniel
Signature:	/Lisa Casey Spaniel/
Date:	02/04/2013
Total Attachments: 9 source=Torbay II - Global Trademark Assignment (Execution Version)#page1.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page2.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page3.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page4.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page5.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page6.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page7.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page8.tif source=Torbay II - Global Trademark Assignment (Execution Version)#page9.tif	

GLOBAL TRADEMARK ASSIGNMENT

This GLOBAL TRADEMARK ASSIGNMENT (this “**Assignment**”) is effective as of January 31, 2013 (the “**Effective Date**”) by and among The Dow Chemical Company, a Delaware corporation (“**TDCC**”)¹, and PMC Cincinnati, Inc., a Delaware corporation with its principal place of business at 1288 Route 73, Suite 401, Mt. Laurel, New Jersey 08054 (“**ASSIGNEE**”).

BACKGROUND

WHEREAS, TDCC and ASSIGNEE entered into an Asset Purchase Agreement dated as of November 13, 2012 (“**Asset Purchase Agreement**”), whereby TDCC agreed to sell, assign, transfer and convey certain assets, including Trademarks (as defined below), to ASSIGNEE;

WHEREAS, PMC Parent (as defined in the Asset Purchase Agreement) has agreed pursuant to Section 11.3 of the Asset Purchase Agreement to guarantee all of the obligations of ASSIGNEE hereunder;

WHEREAS, Rohm and Haas Chemicals, LLC (“**ASSIGNOR**”), a wholly owned subsidiary of TDCC, is the registered owner of certain trademarks;

WHEREAS, ASSIGNOR is selling, assigning, transferring and conveying certain assets to ASSIGNEE including, without limitation, all of ASSIGNOR’s right, title and interest in the trademarks listed on the attached Schedule A (herein defined as “**TRADEMARKS**”) and ASSIGNEE is purchasing such assets; and

WHEREAS, ASSIGNOR has authorized TDCC to act as agent on behalf of ASSIGNOR in connection with the transfer to the ASSIGNEE of any TRADEMARKS.

TERMS

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

Effective as of the Effective Date, and on the terms and subject to conditions of the Asset Purchase Agreement, ASSIGNOR hereby sells, assigns, transfers and conveys all of its right, title and interest in and to all TRADEMARKS together with the goodwill of the business which they represent symbolized by the TRADEMARKS, including all associated trademark rights, service mark rights, trade name rights, and other indicia of origin, held by ASSIGNOR, together with all registrations and applications for registration of the TRADEMARKS, all claims, demands and rights to recovery that ASSIGNOR has or may have for future infringements, dilution or other violations of such TRADEMARKS, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery. TDCC represents and warrants that (i) it has the full power and authority to enter into

¹ To the extent that any TRADEMARKS remain in the name of Morton Int’l, Inc., they will be treated as though they were in the name of ASSIGNOR and will be assigned pursuant to this Agreement.

this Assignment and (ii) ASSIGNOR has authorized TDCC to act as agent on behalf of ASSIGNOR in connection with the transfer to ASSIGNEE of any TRADEMARKS.

ASSIGNOR, on behalf of itself, its successors, assigns and legal representatives, hereby authorizes the U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record ASSIGNEE as the owner of the TRADEMARKS, and to issue all registrations for the foregoing, to be in the name of ASSIGNEE, for the sole use of ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment. ASSIGNOR (on behalf of itself, its successors, assigns and legal representatives) and ASSIGNEE shall each promptly take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the assignment transactions contemplated, including but not limited to execution and delivery of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national trademark offices of each country shall be on the ASSIGNEE and the ASSIGNEE shall bear the cost of filing such assignments.

Promptly following the Effective Date, ASSIGNOR will transfer to ASSIGNEE any files for the TRADEMARKS. ASSIGNOR may retain copies of such files solely for use in providing any assistance requested by the Company pursuant to this Assignment.

[Signature Pages Follow]

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.


THE DOW CHEMICAL COMPANY

By: _____

Name: _____

Title: _____

PMC CINCINNATI, INC.

By:  _____

Name: Paritosh M. Chakrabarti

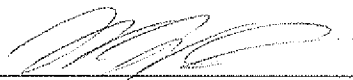
Title: Chief Executive Officer

[Signature Page to Global Trademark Assignment]

IN WITNESS THEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

THE DOW CHEMICAL COMPANY

PMC CINCINNATI, INC.

By:  _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[Signature Page to Global Trademark Assignment]

SCHEDULE A TO GLOBAL TRADEMARK ASSIGNMENT

Trademark	Country	Registration #
ADVAFLEX	Argentina	2402351
ADVAFLEX	Australia	761743
ADVAFLEX	Canada	TMA638737
ADVAFLEX	China	1312594
ADVAFLEX	Colombia	213637
ADVAFLEX	Costa Rica	112003
ADVAFLEX	European Community	000798041
ADVAFLEX	Hong Kong	199904580
ADVAFLEX	India	802906
ADVAFLEX	Indonesia	IDM000168608
ADVAFLEX	Japan	4280804
ADVAFLEX	Malaysia	98006719
ADVAFLEX	Mexico	584576
ADVAFLEX	New Zealand	292132
ADVAFLEX	Singapore	T9804769B
ADVAFLEX	South Africa	199808501
ADVAFLEX	South Korea	0454091
ADVAFLEX	Taiwan	00853058
ADVAFLEX	Thailand	KOR103478
ADVAFLEX	Uruguay	391188
ADVAFLEX	Venezuela	P212432
ADVALUBE	Argentina	1849930
ADVALUBE	Brazil	822906309
ADVALUBE	Canada	TMA582136
ADVALUBE	China	1684056
ADVALUBE	Egypt	144307 ²

² Owned by Morton Int'l Inc.

Trademark	Country	Registration #
ADVALUBE	European Community	001693415
ADVALUBE	Indonesia	IDM000296356
ADVALUBE	Israel	137716
ADVALUBE	Japan	4588132
ADVALUBE	New Zealand	614352
ADVALUBE	Saudi Arabia	57522
ADVALUBE	South Africa	Pending
ADVALUBE	South Korea	493057
ADVALUBE	Taiwan	00968958
ADVALUBE	United States of America	2780590
ADVAPAK	Argentina	1988762 ³
ADVAPAK	Australia	835215
ADVAPAK	Bolivia	65588A
ADVAPAK	Brazil	817232168
ADVAPAK	Canada	TMA485685
ADVAPAK	Chile	685529
ADVAPAK	China	7783485
ADVAPAK	Colombia	160933
ADVAPAK	Costa Rica	86244
ADVAPAK	El Salvador	49BK50
ADVAPAK	European Community	000058057
ADVAPAK	European Community	001693464
ADVAPAK	Guatemala	78630
ADVAPAK	Honduras	59305
ADVAPAK	India	Pending
ADVAPAK	Japan	4508977
ADVAPAK	Mexico	442178
ADVAPAK	New Zealand	614351

³ Owned by Morton Int'l Inc.

Trademark	Country	Registration #
ADVAPAK	Panama	66645
ADVAPAK	Peru	1889
ADVAPAK	Philippines	41997122729
ADVAPAK	Taiwan	00964646
ADVAPAK	United States of America	1704503
ADVAPAK	Uruguay	357654
ADVAPAK	Venezuela	P179159
ADVAPAK	Viet Nam	9458
ADVASTAB	Argentina	2076778
ADVASTAB	Australia	179657
ADVASTAB	Austria	59947
ADVASTAB	Bolivia	58112C
ADVASTAB	Brazil	006233325
ADVASTAB	Bulgaria	30529
ADVASTAB	Canada	TMA144341
ADVASTAB	Chile	764670
ADVASTAB	China	541025
ADVASTAB	Colombia	62069A
ADVASTAB	Costa Rica	86245
ADVASTAB	Ecuador	1823IEPI
ADVASTAB	Egypt	42365
ADVASTAB	European Community	000058073
ADVASTAB	Guatemala	79236
ADVASTAB	Hong Kong	196400389
ADVASTAB	India	227638
ADVASTAB	Indonesia	IDM000109497
ADVASTAB	Israel	24225
ADVASTAB	Japan	0478096
ADVASTAB	Malaysia	M044370

Trademark	Country	Registration #
ADVASTAB	Mexico	443146
ADVASTAB	New Zealand	73362
ADVASTAB	Norway	71657
ADVASTAB	Pakistan	43401
ADVASTAB	Panama	66646
ADVASTAB	Peru	32951
ADVASTAB	Philippines	419971227728
ADVASTAB	Saudi Arabia	40641
ADVASTAB	Singapore	T6537138E
ADVASTAB	South Africa	196500725
ADVASTAB	South Korea	0130828
ADVASTAB	Switzerland	274831
ADVASTAB	Taiwan	372815
ADVASTAB	Turkey	118742
ADVASTAB	United Arab Emirates	23422
ADVASTAB	United Kingdom	739160
ADVASTAB	United States of America	0568044
ADVASTAB	Uruguay	353983
ADVASTAB	Venezuela	F052832
ADVASTAB	Viet Nam	10086
ADVAWAX	Argentina	1985321
ADVA WAX	Australia	222581
ADVAWAX	Brazil	006030483
ADVAWAX	Canada	TMA171020
ADVAWAX	Chile	784554
ADVAWAX	China	583388
ADVAWAX	Colombia	232880
ADVAWAX	European Community	000058016
ADVAWAX	Hong Kong	196900324

Trademark	Country	Registration #
ADVAWAX	Japan	1769720
ADVAWAX	Mexico	442179
ADVAWAX	Norway	186800
ADVAWAX	South Africa	196804088
ADVAWAX	South Korea	0493056
ADVAWAX	United States of America	0879332
ADVAWAX	United States of America	0439076
ADVAWAX	Viet Nam	10042
ADVAWAX 280	Germany	930782

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RECORDED: 02/04/2013

**TRADEMARK
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