

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hi-Mar Specialty Chemicals, LLC		02/15/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Elementis Specialties, Inc.		
Street Address:	469 Old Trenton Road		
City:	East Windsor		
State/Country:	NEW JERSEY		
Postal Code:	08512		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4083304	HI-MAR	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-4559		
Email:	vindra.richter@weil.com		
Correspondent Name:	Vindra Richter c/o Weil et al		
Address Line 1:	767 Fifth Ave.		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	51672.0036/E.LEVENTHAL/VR		
NAME OF SUBMITTER:	Vindra Richter		
Signature:	/vindra richter/		

Date:

02/28/2013

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of February 15, 2013 ("Effective Date"), is made by and between Hi-Mar Specialty Chemicals, LLC ("Assignor") and Elementis Specialties, Inc. ("Assignee"). Both Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Marks" shall mean the trademarks and service marks (whether in word mark, stylized and/or design formats) specified in Exhibit A attached hereto.
2. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Marks, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to and under the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which registration of the Marks are granted or renewed or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Marks.
4. Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at Assignee's request, Assignor shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to grant, sell, convey, assign, transfer, set over to Assignee any of the Marks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

Hi-Mar Specialty Chemicals, LLC

Elementis Specialties, Inc.

By: 

By: 

Name: RP DiRuggiero

Name: Walker Allen

Title: POBICEO

Title: Secretary

**Exhibit A**

Marks:

Hi-Mar U.S. Registration No. 4083304 January 10, 2012

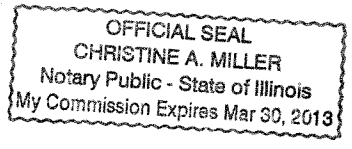
Hi-Mar International Registration No. 1080179 May 24, 2011

**CERTIFICATE OF ACKNOWLEDGEMENT**

STATE OF Illinois )  
 )  
COUNTY OF COOK )

On this 15<sup>th</sup> day of February 2013 before me, the undersigned, a Notary Public in and for the state aforesaid, personally appeared Robert Pietrangelo to me known personally, and who, being by me duly sworn, deposes and says that s/he is the President of the Assignor as described in and which executed the above instrument, and s/he has been authorized to execute said instrument on behalf of said entity pursuant to said authority.

IN WITNESS WHEREOF, I hereto set my hand and official seal.



Christine A. Miller  
Notary Public  
My commission expires: 3/30/2013