

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
Cognis IP Management GmbH		12/17/2012	LIMITED LIABILITY COMPANY: GERMANY
RECEIVING PARTY DATA			
Name:	Gabriel Performance Products, LLC		
Street Address:	725 State Road		
City:	Ashtabula		
State/Country:	OHIO		
Postal Code:	44004		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1125109	CAPCURE	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	3177133500		
Email:	awright@taftlaw.com		
Correspondent Name:	Amy Wright		
Address Line 1:	One Indiana Square, Suite 3500		
Address Line 2:	Taft, Stettinius & Hollister LLP		
Address Line 4:	Indianapolis, INDIANA 46204-2023		
ATTORNEY DOCKET NUMBER:	COGNIS		
NAME OF SUBMITTER:	Amy Wright		
Signature:	/Amy Wright/		

CH \$40.00 1125109

Date:

06/13/2013

Total Attachments: 6

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PATENT AND TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT

THIS PATENT AND TRADEMARK TRANSFER AND ASSIGNMENT AGREEMENT is made the 17 day of December 2012 between Cognis IP Management GmbH of the one part
– hereinafter called “**COGNIS**” –

and

Gabriel Performance Products, LLC, 725 State Road. Ashtabula, OH 44004, U.S.A. of the other part
– hereinafter called “**GABRIEL**” –

WHEREAS, GABRIEL is interested in acquiring a product package called “**CAPCURE**”; CAPCURE is an established epoxy curing agent registered by COGNIS;

WHEREAS, COGNIS is the registered proprietor of the trademark registrations for CAPCURE specified in Schedule 1 hereto (hereinafter referred to as the “**Trademarks**”) and the patents and patent applications specified in Schedule 2 hereto (hereinafter referred to the “**Patents**”); AND

WHEREAS, COGNIS has agreed to assign to GABRIEL all its property right title and interest in and to the Patents and the Trademarks together with the goodwill of the business in the goods attached to and symbolized by the trademark CAPCURE®.

Therefore, the parties agree as follows:

72374083.1CAPCURE PATENT AND TRADEMARK TRANSFER AGREEMENT (Execution Copy)

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1. COGNIS hereby assigns to GABRIEL all its property right title and interest in and to the Patents and Trademarks together with the goodwill of the business in the goods attached to and symbolized by the trademark CAPCURE® to hold the same unto GABRIEL absolutely.
2. GABRIEL accepts the assignment of the property right title and interest in and to the Patents and Trademarks and the goodwill referred to in Section 1 above.
3. Upon execution of this Agreement GABRIEL assumes all rights and obligations with respect to the Patents and Trademarks. COGNIS shall — as far as existing at COGNIS - within thirty (30) days after the date of this assignment agreement hand over all files, registration certificates and agreements binding GABRIEL as legal successor of the Patents and Trademarks.
4. COGNIS hereby expressly consents to the recordal of the assignment of the Patents and Trademarks to GABRIEL. COGNIS shall at any time hereafter at the direction and expense of GABRIEL execute any document or do any act which may be necessary to give effect to this assignment. They will refrain from a recordal of the assignment of any or all of the Patents and Trademarks, if such recordal is not commercially reasonable or legally obligated.
5. [Redacted]

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6. All costs of this assignment agreement will be borne by GABRIEL including the costs for recordal of the assignment with the respective Patent and Trademark Offices.

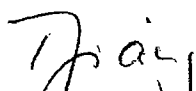
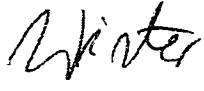
7. This assignment agreement shall be governed by and construed in accordance with the, laws of Germany without regard to principles of conflicts of laws and without regard to the UN Convention on the Sale of Goods. All disputes resulting from, concerning the validity of or in connection with this assignment agreement shall be finally settled in accordance with the Arbitration Rules of the Deutsche Institution Mr Schiedsgerichtsbarkeit e.V. (German Institution of Arbitration). Arbitration shall be held in English in Frankfurt/Main.

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IN WITNESS whereof the parties hereto have caused this assignment agreement to be executed as follows the day and year first above written.

For and on behalf of

Cognis IP Management GmbH

	
_____ T. WANG (by proxy)	_____ WINTER (by proxy)

For and on behalf of GABRIEL Performance Products, LLC



Christopher F. Childres, Manager

Schedule 1

Country	Appl. Date	Appl. No	Reg. Date	Reg. No.	Ren. Date
Argentina	02/02/2004	2492666	10/28/2005	2049221	10/28/2015
Austria	02/26/1979	91952	09/07/1979	91952	09/30/2019
Australia	12/18/1978	325120	12/18/1978	325120	12/18/2019
Brazil	01/04/1979	n/a	11/10/1979	7052596	11/10/2019
Benelux	01/29/1979	628421	01/29/1979	356419	01/29/2019
Canada	01/09/1979	434326	01/02/1981	254 485	01/02/2026
Switzerland	02/06/1979	687	02/06/1979	P298673	02/06/2019
Chile	03/01/1982	575347	04/06/1982	642241	09/16/2012
China	04/02/1994	94033932	11/14/1995	790317	11/13/2015
Colombia	05/06/1992	360056	02/01/1994	188576	02/01/2014
Germany	02/10/1979	D33162/1	07/07/1981	1019901	02/28/2019
Denmark	02/16/1979	1979/00690	10/19/1979	1979/03089	10/19/2019
Spain	02/09/1979	n/a	12/05/1979	900651	02/09/2019
Finland	01/31/1979	711/79	09/21/1981	78930	09/21/2021
France	02/12/1979	505175	02/12/1979	1513762	02/10/2019
Israel	12/19/1978	47050	07/05/1981	47050	12/19/2013
Italy	02/23/1979	33161C/79	02/23/1979	1283836	02/23/2019
Japan	12/21/1978	HEI3228153	04/30/1982	1509091	04/30/2022
Mexico	01/03/1979	132793	01/03/1979	221875	01/03/2014
Malaysia	05/12/1981	M/090625	02/19/1990	M/090625	05/12/2022
Norway	01/29/1979	19790224	04/30/1980	104994	04/30/2020
New Zealand	12/14/1978	n/a	12/14/1978	126231	12/14/2013
Philippines	10/07/2008	4-2008-012216	01/19/2009	4-2008-012216	01/19/2019
Singapore	05/06/1981	1990/81	05/06/1981	T81/019901	05/06/2022
Taiwan	05/16/1969	67020209	05/16/1969	115024	05/15/2019
USA	10/02/1978	73187834	09/18/1979	1125109	09/18/2019
South Africa	12/28/1978	n/a	12/28/1978	78/6201	12/28/2018

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Schedule 2

1. Epoxy resin hardener compositions (CH 4130)

Country	Filing Date	File Number	Date of Publication	Date of Grant	Patent No.
AU	06/02/2000	54003/00		08/20/2004	772834
CA	06/02/2000	2376457		05/25/2010	2376457
DE	06/02/2000	50011029.8-08	03/27/2002	08/24/2005	1189966
ES	06/02/2000		03/27/2002	08/24/2005	1189966
GB	06/02/2000		03/27/2002	08/24/2005	1189966
IE	06/02/2000		03/27/2002	08/24/2005	1189966
IT	06/02/2000		03/27/2002	08/24/2005	1189966
JP	06/08/2000	00/171864	12/19/2000	06/25/2010	4536215
US	02/14/2000	10/338443	08/07/2003	04/19/2005	6881813

2. Process for obtaining aqueous compositions comprising curing epoxy agents (CC 3088)

Country	Filing Date	File Number	Date of Publication	Date of Grant	Patent No.
DE	01/05/2006	602006006016.5-08	07/11/2007	04/01/2009	1806375
ES	01/05/2006		07/11/2007	04/01/2009	1806375
FR	01/05/2006		07/11/2007	04/01/2009	1806375
IT	01/05/2006		07/11/2007	04/01/2009	1806375
JP	01/05/2007	07/000555	07/19/2007		
US	01/05/2007	11/650056	08/16/2007	08/24/2010	7781499

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