

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
CHEMTURA CORPORATION		04/30/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Addivant USA LLC		
Street Address:	199 Benson Road		
City:	Middlebury		
State/Country:	CONNECTICUT		
Postal Code:	06762		
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	85758801	ADDIVANT	
Serial Number:	76226476	ALKANOX	
Serial Number:	72182386	AMINOX	
Serial Number:	76223633	ANOX	
Serial Number:	72181715	ARANOX	
Serial Number:	72211947	ARAZATE	
Serial Number:	73013369	BIK	
Serial Number:	71309277	BLE	
Serial Number:	72182383	BUTAZATE	
Serial Number:	73012658	CPB	
Serial Number:	75138268	DURAZONE	
Serial Number:	72182381	ETHAZATE	
Serial Number:	72211945	FLEXAMINE	
Serial Number:	72056897	FLEXZONE	

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Serial Number:	78148898	GENOX
Serial Number:	71317726	HEPTEEN BASE
Serial Number:	73518788	LOWINOX
Serial Number:	72182384	METHAZATE
Serial Number:	75119365	MONEX
Serial Number:	72243606	NAUGARD
Serial Number:	73518010	NAUGARD 76
Serial Number:	72056898	NAUGAWHITE
Serial Number:	73559838	NAUGEX
Serial Number:	76269741	NDB
Serial Number:	72182380	OCTAMINE
Serial Number:	75817091	OPEX
Serial Number:	75119364	OXAF
Serial Number:	73246296	POLYBOND
Serial Number:	71634225	POLYGARD
Serial Number:	78322486	POLYWET
Serial Number:	72283830	ROYALAC
Serial Number:	73773543	ROYALTUF
Serial Number:	74142363	SUNPROOF
Serial Number:	72182385	TONOX
Serial Number:	71309276	TRIMENE BASE
Serial Number:	72182382	TUEX
Serial Number:	73391087	ULTRANOX
Serial Number:	78060496	WESTON

CORRESPONDENCE DATA

Fax Number:

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

Phone: (765) 838-1168

Email: cedric.dhue@dhuelaw.com

Correspondent Name: D'Hue Law LLC

Address Line 1: 4315 Commerce Drive, Suite 440 - 115

Address Line 4: Lafayette, INDIANA 47905

ATTORNEY DOCKET NUMBER:

ADDIVANT TRADEMARK ASSIGN

NAME OF SUBMITTER:

Cedric A. D'Hue

TRADEMARK
REEL: 005048 FRAME: 0475

	/Cedric A. D'Hue/
Date:	06/13/2013
Total Attachments: 6 source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page1.tif source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page2.tif source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page3.tif source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page4.tif source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page5.tif source=Assignment of U.S. Trademarks - Final and Executed(2595679_1_DC) (4)#page6.tif	

ASSIGNMENT OF U.S. TRADEMARKS

THIS ASSIGNMENT OF U.S. TRADEMARKS (this “**Assignment**”) is made this 30th day of April, 2013 by and between Chemtura Corporation, a Delaware corporation (“**Assignor**”), and Addivant USA, LLC, a limited liability company incorporated under the laws of Delaware (“**Assignee**”; each of Assignor and Assignee, a “**Party**”, and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, Assignor, SK Blue Holdings, Ltd., an exempted company incorporated in the Cayman Islands with limited liability (“**Buyer**”) and Addivant USA Holdings Corp. are parties to that certain Amended and Restated Asset Purchase and Contribution Agreement, dated as of January 25, 2013 (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to assign to Buyer or an affiliate of Buyer all right, title and interest in and to the registered Trademarks and Trademark applications included in the Business Intellectual Property Rights, including, but not limited to, the registered U.S. Trademarks and U.S. Trademark applications set forth on Schedule A (collectively, the “**U.S. Assigned Trademarks**”), together with all goodwill associated therewith; and

WHEREAS, Assignor desires to transfer all right title and interest in and to the U.S. Assigned Trademarks and all goodwill associated therewith to Assignee and Assignee desires to acquire all such right, title and interest in and to such U.S. Assigned Trademarks and all goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, Assignor and Assignee intending to be legally bound, agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers unto Assignee all right, title and interest in and to the U.S. Assigned Trademarks, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement or misappropriation of any of the foregoing.
2. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite to effect the terms of this Assignment, without further compensation, but at the expense of Assignee or its successors and assigns. Assignor hereby authorizes and requests the officials of all countries in which the U.S. Assigned Trademarks are now or in the future will be registered to issue to Assignee all of Assignor’s right, title and interest in and to the same for the sole use and enjoyment of Assignee, its successors and assigns.
3. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or

delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

4. This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state. The Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Assignment shall be deemed to have arisen from a transaction of business in the State of New York, and each of the Parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in the Purchase Agreement shall be deemed effective service of process on such Party.

5. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT.

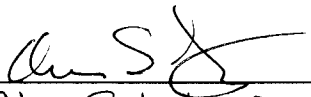
6. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Assignment shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

7. The initially capitalized terms used and not defined in this Assignment shall have their respective meanings as defined in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers as of the day and year first written above.

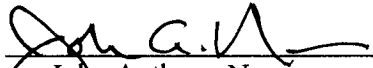
CHEMTURA CORPORATION

By: 
Name: Alan Schutzman
Title: Assistant Secretary

[Signature Page to U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005048 FRAME: 0479

ADDIVANT USA, LLC

By: 
Name: John Anthony Norris
Title: Managing Director

[Signature Page to U.S. Trademark Assignment Agreement]

TRADEMARK
REEL: 005048 FRAME: 0480

SCHEDULE A

Mark	Country	Status	Appl. No.	Appl. Date	Regn. No.	Type	Reg. Date
ADDIVANT	United States	Pending	85758801	19-Oct-12		National	
ALKANOX	United States	Registered	76226476	19-Mar-01	2617338	National	10-Sep-02
AMINOX	United States	Registered	0182386	4-Feb-63	0779288	National	3-Nov-64
ANOX	United States	Registered	76223633	9-Mar-01	3257388	National	3-Jul-07
ARANOX	United States	Registered	72/181715	21-Nov-63	0781915	National	22-Dec-64
ARAZATE	United States	Registered	72/211947	12-Feb-65	0799001	National	23-Nov-65
BIK	United States	Registered	73013369	13-Feb-74	1002414	National	28-Jan-75
BLE	United States	Registered	309277	23-Dec-30	0283324	National	26-May-31
BUTAZATE	United States	Registered	72182383	4-Dec-63	797947	National	26-Oct-65
CPB	United States	Registered	0000012658	4-Feb-74	1005677	National	4-Mar-75
DURAZONE	United States	Registered	75/138268	10-Jul-96	2069836	National	10-Jun-97
ETHAZATE	United States	Registered	72182381	4-Dec-63	797946	National	26-Oct-65
FLEXAMINE	United States	Registered	0000211945	12-Feb-65	798999	National	23-Nov-65
FLEXZONE	United States	Registered	72056897	8-Aug-58	0688940	National	1-Dec-59
GENOX	United States	Registered	78/148898	30-Jul-02	2791181	National	9-Dec-03
HEPTEEN BASE (Stylized)	United States	Registered	71317726	6-Aug-31	289955	National	15-Dec-31
LOWINOX	United States	Registered	73518788	23-Jan-85	1428905	National	17-Feb-87
METHAZATE	United States	Registered	0000182384	4-Dec-63	797948	National	26-Oct-65
MONEX	United States	Registered	075119365	14-Jun-96	2055380	National	2-Apr-97
NAUGARD	United States	Registered	243606	15-Apr-66	822207	National	17-Jan-67
NAUGARD 76	United States	Registered	73518010	17-Jan-85	1352297	National	6-Aug-85

Mark	Country	Status	Appl. No.	Appl. Date	Regn. No.	Type	Reg. Date
NAUGAWHITE	United States	Registered	056898	8-Aug-58	0688941	National	1-Dec-59
NAUGEX	United States	Registered	0000559838	23-Sep-85	1395444	National	3-Jun-86
NDB	United States	Registered	76269741	11-Jun-01	2630963	National	8-Oct-02
OCTAMINE	United States	Registered	0182380	4-Dec-63	779286	National	3-Nov-64
OPEX	United States	Registered	075/817091	7-Oct-99	2373004	National	1-Aug-00
OXAF	United States	Registered	75/119364	14-Jun-96	2055379	National	22-Apr-97
POLYBOND	United States	Registered	246296	16-Jan-80	1201658	National	20-Jul-82
POLYGARD (Stylized)	United States	Registered	634225	20-Aug-52	0573548	National	21-Apr-53
POLYWET	United States	Registered	78/322486	3-Nov-03	2916321	National	4-Jan-05
ROYALAC	United States	Registered	72283830	31-Oct-67	0869572	National	20-May-69
ROYALTUF	United States	Registered	73773543	9-Jan-89	1558675	National	3-Oct-89
SUNPROOF	United States	Registered	74/142363	25-Feb-91	1671531	National	14-Jan-92
TONOX	United States	Registered	0000182385	4-Dec-63	788898	National	4-May-65
TRIMENE BASE	United States	Registered	309276	23-Dec-30	0285004	National	14-Jul-31
TUEX	United States	Registered	0182382	4-Dec-63	0779287	National	3-Nov-64
ULTRANOX	United States	Registered	73391087	28-Sep-82	1417977	National	25-Nov-86
WESTON	United States	Registered	78/060496	26-Apr-01	2702620	National	1-Apr-03