### 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
OXID, L.P.		08/29/2013	LIMITED PARTNERSHIP:

#### **RECEIVING PARTY DATA**

Name:	HUNTSMAN INTERNATIONAL LLC	
Street Address:	500 Huntsman Way	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84108	
Entity Type:	CORPORATION: DELAWARE	

### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	1607039	OXID	
Registration Number:	2036699	TEROL	

#### **CORRESPONDENCE DATA**

2817194045 Fax Number:

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

via US Mail.

Phone: 2817194565

Joanne\_Cutlip@Huntsman.com Email: Correspondent Name: **Huntsman International LLC** Address Line 1: 10003 Woodloch Forest Drive Address Line 4: The Woodlands, TEXAS 77380

ATTORNEY DOCKET NUMBER:	OXID/TEROL (U.S.)
NAME OF SUBMITTER:	Robert Holthus
Signature:	/Robert Holthus/
Signature:	/Robert Holthus/

**REEL: 005142 FRAME: 0630** 

**TRADEMARK** 

Date:	10/31/2013
Total Attachments: 7 source=Assignment_Oxid_to_Huntsman#pa source=Assignment_Oxid_to_Huntsman#pa source=Assignment_Oxid_to_Huntsman#pa source=Assignment_Oxid_to_Huntsman#pa source=Assignment_Oxid_to_Huntsman#pa source=Assignment_Oxid_to_Huntsman#pa source=Assignment_Oxid_to_Huntsman#pa	ge2.tif ge3.tif ge4.tif ge5.tif ge6.tif

TRADEMARK REEL: 005142 FRAME: 0631

#### INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), dated as of August 29, 2013, is entered into by and among OXID L.P., a Texas limited partnership, having its principal place of business at 101 Concrete St., Houston, Texas 77012 (the "Assignor"), and HUNTSMAN INTERNATIONAL LLC, a Delaware limited liability company, having its principal place of business at 500 Huntsman Way, Salt Lake City, Utah 84108 (the "Assignee");

WHEREAS, the Assignor and Assignee have entered into that certain Purchase and Sale Agreement dated as of July 5, 2013 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in and to the Registered Intellectual Property (as defined in the Purchase Agreement), including the patents and patent applications set forth on the attached Schedule 1 (collectively, the "Patents"), trademark(s) and/or service mark(s) applications and registrations set forth on the attached Schedule 2 (collectively, the "Trademarks"), the Internet domain names set forth on the attached Schedule 3 (collectively, the "Domain Names"), and all other Intellectual Property used, held for use, or otherwise necessary for the ownership, operation or maintenance of the Business and not licensed from a third party (all of the foregoing, collectively, the "Business Intellectual Property"), and the Assignee has agreed to acquire all right, title and interest in the Business Intellectual Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. Defined terms used in this Assignment have the meanings given to them in the Purchase Agreement unless otherwise expressly defined in this Assignment.
- 2. <u>Assignment</u>. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Business Intellectual Property, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages for any past, present, or future infringement or misappropriation of the Business Intellectual Property, including the goodwill of the businesses connected to the use of any of the Business Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.
- 3. <u>Recordation</u>. The Assignors authorize and request the U.S. Patent and Trademark Office and the Internet Corporation for Assigned Names and Numbers, or any foreign equivalent thereto, and any other Governmental Authority to record the Assignee as owner of the Patents, Trademarks and Domain Names and of the entire title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns and other legal representatives.

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- 4. <u>Cooperation</u>. The Assignor hereby covenants and agrees that it will communicate to the Assignee and its legal representatives any material facts (including, but not limited to, information relating to use or non-use, enforceability, or infringement of the Business Intellectual Property) known to it with respect to the Business Intellectual Property and sign all lawful papers, execute all applications (including, but not limited to specific assignments and transfers), make all rightful oaths and use its reasonable efforts as reasonably requested by the Assignee, and at the Assignee's expense, to aid the Assignee in obtaining and enforcing protection of the Business Intellectual Property.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment is executed in connection with the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Business Intellectual Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

OXID L.P.

Creekside Management, Inc., its general By: partner

Peter R. Buenz, Chairman

HUNTSMAN INTERNATIONAL LLC

By: John R. Heskatt

Title: Vice President, Planning and Treasure

[Notarization Page Follows]

STATE OF TEXAS	)	
COUNTY OF HARRIS	)	§§

Before me, the undersigned, a notary public in and for said County and State, personally appeared Peter R. Buenz, Chairman of Creekside Management, Inc., a Nevada corporation, on behalf of said corporation, acting as general partner of Oxid L.P., a Texas limited partnership, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 29th day of August, 2013.

		,	
KATHY S. JOHNSO Notary Public, State of T Commission Expires 09-20	N	Notary Public  Printed: Kathy S. Johnson  My Commission Expires: 9-20-2016	
STATE OF TEXAS COUNTY OF HARRIS	) ) §§ )		

Before me, the undersigned, a notary public in and for said County and State, personally appeared <u>John R. Heskeff</u>, an authorized representative of Huntsman International LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Intellectual Property Assignment to be his voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 291/2 day of August, 2013.

KATHY S. JOHNSON  Notary Public, State of Texas Commission Expires 09-20-2016	すりしいり
Commission Expires 09-20-2016	

Mathy & Johnson
Notary Pypolic

Printed: //2/1/ S. JOHNSON

My Commission Expires: 9-20-20/6

# Schedule 1

### Patents

Jurisdiction	<u>Title</u>	<u>Issued/</u> [Filed]	Patent No./ [Application No.]
Japan	Aromatic Polyester Polyols Made From a Natural Oil	December 20, 2002	3382226
ŲS	Polyol With High Cyclopentane Solubility	July 14, 2009	7560526
US	High Functional Polyester Polyols	[April 10, 2012]	[61/622,293]

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# Schedule 2

# Trademarks

<u>Jurisdiction</u>	Trademark	Registered	Registration No.
US	OXID	July 24, 1990	1,607,039
US	TEROL	February 11, 1997	2,036,699
ECT	TEROL	October 24, 2000	000035048
Taiwan	TEROL	August 16, 1997	770783

Schedule 3

Domain Names

Oxid.net

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RECORDED: 10/31/2013

TRADEMARK REEL: 005142 FRAME: 0638