

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ciba Corporation		01/06/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	BASF SE		
Street Address:	Carl-Bosch Strasse 38		
City:	Ludwigshafen		
State/Country:	GERMANY		
Postal Code:	67056		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3342049	IRGASTAB	
CORRESPONDENCE DATA			
Fax Number:	9147854147		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	914-785-7141		
Email:	deborah.pinori@basf.com		
Correspondent Name:	BASF Corporation		
Address Line 1:	500 White Plains Road		
Address Line 4:	Tarrytown, NEW YORK 10591		
ATTORNEY DOCKET NUMBER:	IRGASTAB		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 3342049

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Michelle J. Burke

Signature:

/Michelle J. Burke/

Date:

11/11/2013

Total Attachments: 10

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TRADEMARK LICENSE AGREEMENT

by and between

BASF SE, 38, having a business place at Carl-Bosch-Straße 38, 67063 Ludwigshafen am Rhein, Federal Republic of Germany (hereinafter referred to as "BASF"),

and

Ciba Corporation, having a business place at 540, White Plains Road, Tarrytown, New York 10591, U.S.A. (hereinafter referred to as "Licensee")

WITNESSETH:

WHEREAS, BASF has business activities in the field of chemicals for various purposes; and is the owner of trademarks and trademark applications in the field of specialty chemicals; and

WHEREAS, the parties concluded a Technology License Agreement, hereinafter referred to as "LICENSE AGREEMENT", concerning the manufacturing of a broad range of different chemicals; and Licensee manufactures, with the approval of and in accordance with processes, recipes and test specifications of BASF specific products within the field of specialty chemicals including but not limited to processes, apparatus, and plants for the manufacture of chemicals and the application of such chemicals for various purposes listed in ANNEX 1 to this Agreement or any amendment thereof - hereinafter referred to as "AGREEMENT PRODUCTS"; and

WHEREAS, Licensee is desirous of marketing AGREEMENT PRODUCTS under the trademarks listed in ANNEX 2 to this AGREEMENT or any amendment thereof - hereinafter referred to as "AGREEMENT MARKS", in the United States of America, and

WHEREAS, BASF is willing to accede to such desire on the part of Licensee;

NOW, THEREFORE, the Parties hereto agree as follows:

1 License

- 1.1 BASF hereby grants to Licensee, the non-exclusive and non-transferable right to use the AGREEMENT MARKS in respect of AGREEMENT PRODUCTS which are of a satisfactory high quality and to sell such AGREEMENT PRODUCTS in the United States of America.
- 1.2 BASF does not guarantee that the AGREEMENT MARKS will be or remain registered or otherwise protected or that there are no rights of third parties which would interfere with Licensee's use of the AGREEMENT MARKS.
- 1.3 In the event that official approval or special records are required for the AGREEMENT, the Parties shall make joint endeavors to secure same.
- 1.4 Licensee undertakes to use the AGREEMENT MARKS only in accordance with existing laws and the provisions of this Agreement and to identify only AGREEMENT PRODUCTS with the AGREEMENT MARKS that have been manufactured in accordance with the quality stipulated by BASF or agreed by the Parties.

2 Royalties and Accounting Obligations

- 2.1 As consideration for the rights granted to Licensee pursuant to Article 1.1 hereof, Licensee shall pay to BASF royalty fees equal to 0,1154 % of net sales of the AGREEMENT PRODUCTS in the

U.S.A.. The Term "net sales" means the Invoice price of the AGREEMENTS PRODUCTS sold, less value-added tax, discounts, other rebates, freight, insurance, customs and packaging (hereinafter referred to as "NET SALES").

2.2 Licensee is obligated to keep separate books at its main office on sales achieved of the AGREEMENT PRODUCTS. Such books must document the manufactured and sold AGREEMENT PRODUCTS according to piece numbers, territory, customers, delivery prices and otherwise bookkeeping rules of Sec.238 (1), sentences 2 and 3 German Commercial Code. Copies of any and all invoices on the AGREEMENT PRODUCTS Licensee issues to its customers must be kept separately. BASF has the right to audit the books under the terms applicable in the following for the auditing of individual invoices or to have such audit conducted for it. In addition, BASF has the right to inspect the documents described in clause 2.2, second sentence, at Licensee's premises upon prior notice during normal business hours and to make copies thereof at its own expense.

2.3 The settlement of the royalties by Licensee shall be as per each June 30th and December 31st on the basis of the NET SALES for the AGREEMENT PRODUCTS during the preceding six (6) months (hereinafter referred to as "ACCOUNTING PERIOD"). Licensee shall provide systematic and complete lists on July 15th and January 15th or on the following weekday, if the accounting date is a Saturday, Sunday or holiday, from which

- (I) the type of AGREEMENT PRODUCTS sold according to their description in Licensee's applicable price list,
- (II) the volume of the sold AGREEMENT PRODUCTS according to piece numbers and
- (III) the net sales achieved with the sold AGREEMENT PRODUCTS, including a special list of returns and reductions in price can be seen, summarized for the U.S.A..

Licensee shall provide a list even if no sales were achieved in a given ACCOUNTING PERIOD.

BASF has the right to have the lists provided to it audited by an independent certified public accountant or an independent accounting firm at its own expense in order to monitor the accuracy of the statements. Should the audit of the statements reveal a discrepancy of more than 1 (one) per cent to the detriment of BASF for the royalty owed for the respective ACCOUNTING PERIOD, Licensee shall pay the costs of such audit. Royalties shall be due for payment upon the provision of the list, and any amount in excess of the advance payment on the royalty shall be remitted to the account designated by BASF.

- 2.4 The payments shall be remitted, to an account to be indicated by BASF and shall be net payments, i.e., free from any bank and transfer charges and without deduction of any taxes or other dues payable by Licensee in Europe.
- 2.5 In the event that the right to use the AGREEMENT MARK ends during any one year, the royalty payable for such AGREEMENT MARK in respect of such year shall not be refunded or reduced.

3 Use of the Trade Mark

- 3.1 The AGREEMENT MARKS shall always be used in the manner in which registered trademarks are usually used. In all printed matter (packaging, advertisements, promotional material, price lists and the like) they shall be characterized by ® the first time that they appear - e.g. ULTRAMID® -, the ® being explained in a footnote as follows in the language of the rest of the text:

"® = Registered trademark of BASF".

- 3.2 AGREEMENT MARKS shall not be modified, and in particular they shall not be qualified by the definite article, inflected or joined up to other words. In word combinations, the word mark shall be separated from the other constituents by a dash. In the event that, in commercial

correspondence, it is not characterized by ®, it shall appear unchanged and be clearly distinguished from the rest of the text.

- 3.3 AGREEMENT MARKS shall not be used as part of a company name or other company designation or incorporated into company signs or letter-heads of company stationery without BASF's special written consent.
- 3.4 Licensee undertakes always to confer with BASF regarding the design of its packaging and advertising material that contains an AGREEMENT MARK, to follow all other instructions of BASF concerning the use of the AGREEMENT MARKS, and, in the event that BASF so requests, to add to the AGREEMENT MARKS a special index and/or reference to itself as manufacturer of the products in question, such index and/or reference to be agreed on with BASF.

4 Protection and Defense of the Trademark

- 4.1 Licensee recognizes BASF's exclusive ownership of the AGREEMENT MARKS and undertakes not to derive any rights from the use of said marks and not to do any act or thing which might in any way impair BASF's rights in the AGREEMENT MARKS. Any rights which may result from the use of the AGREEMENT MARKS shall be regarded exclusively as having originated at BASF and shall be assigned to BASF whenever their transfer to BASF does not take place automatically.
- 4.2 Licensee shall assist BASF at the latter's request in taking any action, including legal action, to safeguard and defend BASF's rights in the AGREEMENT MARKS and shall observe the market for infringements of the AGREEMENT MARKS and inform BASF of its observations, but it shall not institute any action itself against third parties without BASF's prior authorization in writing. On the other hand, BASF shall not be obligated hereunder to bring law-suits or institute other proceedings before law-courts or authorities against third parties to protect or defend AGREEMENT MARKS.

- 4.3 Any taxes to be paid in connection with Licensee's use of AGREEMENT MARKS concern solely Licensee and shall be paid by Licensee.

5 Quality Control

- 5.1 Licensee shall at any time, at BASF's request, provide BASF with samples of its printed matter bearing an AGREEMENT MARKS and of AGREEMENT PRODUCTS intended for marketing under an AGREEMENT MARK and grant authorized representatives of BASF access during usual business hours to its business premises to ascertain whether said printed matter conforms to the provisions of this AGREEMENT and BASF's directives and whether its AGREEMENT PRODUCTS conform to the quality stipulated by BASF or agreed by the Parties. In the event that, in BASF's judgement, this is not the case, BASF shall have the right to reject such printed matter for distribution and to forbid for sale under an AGREEMENT MARK all products that, in BASF's judgement, do not have a satisfactory high quality.
- 5.2 BASF's investigations shall not release Licensee from its responsibility for the satisfactory high quality of its products. BASF is not liable for the quality of the AGREEMENT PRODUCTS manufactured by Licensee. Liability of BASF is limited to the products delivered by BASF to Licensee.
- 5.3 Licensee agrees to indemnify and hold harmless BASF from and against any and all claims for bodily injury, including death, and for damage to and loss of all property of third parties occurring or sustained during or as the result of the use of an AGREEMENT MARK resulting from the negligent or intentional acts or omissions of Licensee, its employees, agents or contractors.
- 5.4 Licensee agrees to indemnify and hold harmless BASF from and against any and all claims, including but not limited to fines, penalties, judgements or awards, including those arising from

citizen suits, which arise as the result of any pollution of the environment (air, soil, water) or the discharge or the disposal of any type of material, including but not limited to any waste material generated by Licensee as result of or in connection with the use of an AGREEMENT MARK by Licensee, its employees, agents or contractors, whether intentional or unintentional.

- 5.5 All provisions of this Article 4 shall survive termination or expiration of this Agreement for any cause, and shall not be affected thereby.

6 Duration and Termination

- 6.1 This Agreement shall become effective on January 6, 2010 subject to any approval by authorities which may be necessary, and shall remain in force for ten (10) years provided that in the event Licensee's production under the LICENSE AGREEMENT being interrupted or impeded during the ten (10) year period, hereinafter referred to as "Initial Term", as a result of force majeure as set forth in Article 10 of the LICENSE AGREEMENT, such Initial Term shall automatically be extended for a period equal to the length due to and justified by force majeure. Thereafter this AGREEMENT shall continue to be in force for as long as Licensee continues to utilize the AGREEMENT MARK except that the license shall be royalty-free unless the LICENSE AGREEMENT will be terminated by either Party pursuant to Article 11.2 of the LICENSE AGREEMENT. In that case, this Agreement shall expire accordingly. The expiration of the term of protection of an AGREEMENT MARK will have no effect to the validity of this Agreement. A renewed or repeatedly renewed AGREEMENT MARK will take the place of the corresponding expired one.

- 6.2 Either Party shall have the right to terminate the Agreement for an important reason without giving previous notice to the other Party, especially in the event that the other Party infringes provisions of this Agreement and does not stop such infringement within 30 (thirty) days after written warning from the Party calling attention to such infringement, or in the event that the other

Party changes its legal organization, becomes insolvent or suspends its operations, or in the event of the sale, fusion or confiscation of the other Party's assets by a government authority, or in the event that either Party loses, against its will, part or all of its holding in the voting stock of the other Party.

- 6.3 BASF is entitled to have the registration of this Agreement removed at any time from official registers of its own volition, without Licensee being required to give its consent or participate in any other way. However, BASF undertakes only to use this entitlement, with inter partes effect, after termination of this Agreement.
- 6.4 Upon termination of the Agreement Licensee shall no longer use AGREEMENT MARKS and shall not use any designations or designs which are confusingly similar to the AGREEMENT MARKS concerned in sound, appearance or significance.
- 6.5 Promptly after termination of this Agreement Licensee shall either surrender to BASF or destroy in accordance with BASF's instructions all labels, package markings, tags, stickers, printing blocks, advertising and sales literature and other business papers bearing an AGREEMENT Mark.

7 Miscellaneous

- 7.1 The rights under this Agreement shall also apply for any legal successor of Licensee. Licensee undertakes to subject its respective legal successor to the obligations under this Agreement.
- 7.2 This Agreement constitutes the full and complete understanding between the Parties. This Agreement, including this written form clause, cannot be modified except by a written instrument signed by BASF and Licensee.

- 7.3 The invalidity of any provision of this Agreement shall not impair the validity of the remaining provisions. Any invalid provision shall be replaced by a provision, which will allow the economic goal of such provision to be achieved in a legally effective manner.
- 7.4 Any and all Annexes and supplements to this Agreement shall form an integral part thereof.
- 7.5 This Agreement may be signed by way of facsimile or electronic signatures, and each signature may be on a separate copy of the signature page.
- 7.6 In the event the performance of any obligation of Licensee or BASF (other than the obligation to make payments) is prevented in whole or in part by causes beyond the reasonable control of either party, including, but not limited to, plant breakdown, wars (declared or undeclared), hostilities, revolution or civil commotion, strikes or labor disputes, fire, explosion, flood, inability to obtain raw materials or fuel, embargo, sinking of vessel or any act, proclamation, regulation or ordinance of any government or governmental agency, having, or claiming to have, jurisdiction at the Licensee's legal seat or of the parties, or any other cause, whether of a similar or dissimilar nature, beyond the reasonable control of the party affected, then such party shall not be held responsible for the nonperformance of such obligation during the continuance of the delay. The party claiming force majeure shall promptly inform the other party of any particulars of and shall use all reasonable efforts to terminate such case of force majeure.

8 Applicable Law and Place of Jurisdiction

- 8.1 This Agreement shall be governed by, and construed in accordance with, the substantive laws of the Federal Republic of Germany without recourse to any conflict law principles, as far as peremptory provisions of the laws of the United States of America do not constitute a bar thereto.
- 8.2 Place of Jurisdiction shall be Ludwigshafen/Rhein, Germany.

This Agreement shall be made out in three (3) copies in the English language, each Party receiving one (1) English version; the third copy is intended for submission to the pertinent authorities, if required.

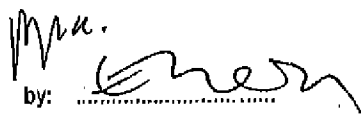
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the day first above written.

Ludwigshafen, 2009

Tarrytown, ____ 2009

BASF SE

Date: Dec. 16, 2009

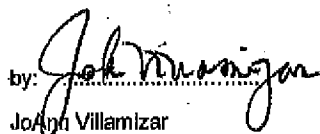
by: 

Martina Eberle

Director

Ciba Corporation

Date: 12/14/09

by: 

JoAnn Villamizar

Vice President Intellectual Property

BASF SE

Date:

by: 

Oliver Nussbaum

Vice President