

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Network Polymers, Inc.		12/02/2013	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	A. Schulman, Inc.
<b>Street Address:</b>	3637 Ridgewood Road
<b>City:</b>	Copley
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44321
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3097309	DIAMALLOY
Registration Number:	2103918	SOFTFLEX
Registration Number:	3448460	NETWORK PERFORMANCE ADDITIVES
Registration Number:	4018259	BIOBASE
Registration Number:	4076904	DIAMOND

**CORRESPONDENCE DATA**

Fax Number: 3302538601  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 3305355711  
 Email: iplaw@brouse.com  
 Correspondent Name: Barry A. Winkler  
 Address Line 1: 388 South Main Street  
 Address Line 2: Suite 500  
 Address Line 4: Akron, OHIO 44311-4407

ATTORNEY DOCKET NUMBER:	13697.56594
NAME OF SUBMITTER:	Barry A. Winkler
Signature:	/Barry A. Winkler/
Date:	12/05/2013
Total Attachments: 4 source=Assignment of Trademarks and Domain Names#page1.tif source=Assignment of Trademarks and Domain Names#page2.tif source=Assignment of Trademarks and Domain Names#page3.tif source=Assignment of Trademarks and Domain Names#page4.tif	

## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

THIS ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES, made as of the 2nd day of December, 2013, by NETWORK POLYMERS, INC., an Ohio corporation, with its principal office at 1353 Exeter Road, Akron, Ohio 44306 ("Assignor"), to A. SCHULMAN, INC., a Delaware corporation, with its principal office at 3637 Ridgewood Road, Copley, Ohio 44321 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of December 2<sup>nd</sup>, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Intellectual Property Assets (as defined in the Agreement), including without limitation the, registered and unregistered trademarks, trademark applications, trade names, service marks, and domain names of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered trademarks, trademark applications, trade names, service marks, and domain names together with any copyrights or other intellectual property or proprietary rights based on or in any way related to the registered and unregistered trademarks, trademark applications, trade names, service marks, and domain names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks and Domain Names, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the rights to apply for registration of any mark within the United States and in any other jurisdiction based in whole or in part upon the Marks, and any priority right that may arise from the Marks, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Trademarks and Domain Names not been made.

Assignor shall cooperate to the best of its ability in connection with any steps required to be taken as part of its obligations under the Agreement, and shall: (a) furnish upon request to Assignee such further information necessary to give effect to this Assignment; (b) execute and deliver to Assignee such other documents; and (c) do such other acts and things, all as Assignee may reasonably request for the purpose of effectuating transfer of title in the Marks to Assignee. In addition to the foregoing, Assignor shall within 5 (five) business days of the Closing, initiate the transfer of its domain names through its domain name registrar. At such time, Assignor shall coordinate with Assignee to ensure the transfer of its domain names through its domain name

registrar and doing such other acts to complete the domain name transfer, including without limitation, execution of a registrant name change form as provided by Assignor's domain name registrar. Assignor shall be diligent with any such required action such that the transfer of the domain names and the ownership thereof is completed within 10 (ten) business days of the Closing.

This Assignment of Trademarks and Domain Names is subject to the Purchase Agreement, and the terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, are incorporated herein by this reference. Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks and Domain Names shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of laws thereof.

Assignor and its authorized representative signing below have the absolute and unrestricted right, power, authority and capacity to execute and deliver this Assignment of Trademarks and Domain Names and to perform its obligations hereunder.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademarks and Domain Names as of the date first above written.

NETWORK POLYMERS, INC.

By: [Signature]  
Name:  
Title:

[SEAL]

State of Ohio )  
County of Summit ) ss.:

The foregoing instrument was acknowledged before me this November 20, 2013 by Oliver Wolf, President of Network Polymers, Inc. an Ohio corporation, on behalf of the corporation.

[Signature]  
Notary Public

Printed Name: NICHOLAS T. GEORGE

My Commission Expires:  
NICHOLAS T. GEORGE, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My Commission Has No Expiration Date  
Section 147.03 O.R.C.

[Signature Page to Assignment of Trademarks and Domain Names]

**SCHEDULE A**

**Registered Trademarks**

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
DIAMALLOY	3,097,309	May 30, 2006
SOFT FLEX	2,103,918	April 25, 2007 (Renewal)
NETWORK PERFORMANCE ADDITIVES	3,448,460	June 17, 2008
BIOBASE	4,018,259	August 30, 2011
DIAMOND	4,076,904	December 27, 2011

**Unregistered Trademarks**

None

**Pending Trademark Application**

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>
None.		

**Trade Names**

Diamond Polymers, Incorporated (Ohio Registration Number 1957790)

**Domain Names**

<http://www.networkpolymers.com>  
<http://www.diamondpolymers.com>