

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
ADVANSA B.V.		09/30/2013	CORPORATION: NETHERLANDS
RECEIVING PARTY DATA			
Name:	INVISTA North America S.a.r.l.		
Street Address:	4123 East 37th Street North		
City:	Wichita		
State/Country:	KANSAS		
Postal Code:	67220		
Entity Type:	CORPORATION: LUXEMBOURG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4006396	ADVANSATHERMOOCOOL	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	302-683-3314		
Email:	trademarks@invista.com		
Correspondent Name:	Christina Geerlof		
Address Line 1:	4123 East 37th Street North		
Address Line 4:	Wichita, KANSAS 67220		
NAME OF SUBMITTER:	Christina Geerlof		
Signature:	/christina.geerlof/		
Date:	02/17/2014		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS,

ADVANSA B.V.

Gilzeweg 51
4861 PM Chaam, Noord-Brabant
The Netherlands

(hereinafter “Assignor”), is the owner of all right, title and interest in the trademarks, trade names, designs and logos of the respective trademark registrations set forth on Exhibit A hereto and incorporated herein by this reference (collectively, the “Trademarks”); and

WHEREAS,

INVISTA North America S.à r.l.

20 rue Eugene Ruppert
L-2453 Luxembourg
Grand Duchy of Luxembourg

(hereinafter, the “Assignee”) desires to obtain the right, title and interest in, to and under the Trademarks, pursuant to the terms of this Trademark Assignment Agreement (the “Assignment”);

NOW THEREFORE, for good and valuable consideration paid and in consideration of the mutual promises contained herein and intending to be legally bound hereby, and the receipt, adequacy, and sufficiency of which Assignor acknowledges on signature hereto, the parties hereby agree as follows:

1. Assignment. Effective as of the 23rd day of September, 2013 (the “Effective Date”), Assignor does hereby sell, assign, transfer, convey and set over unto Assignee, for Assignee’s own use and benefit, and for the use and benefit of Assignee’s successors, legal representatives and assigns, all of Assignor’s right, title and interest in and to the Trademarks and to any corresponding common law trademark rights, if any, in any jurisdiction as to a trademark corresponding to a mark of the Trademarks, together with the goodwill of Assignor’s business appertaining thereto and/or symbolized thereby, and the exclusive right to bring and maintain actions for, and to settle, release, and compromise claims for, past present and future actions or occurrences related to the Trademarks, including, but not limited to, actions for trademark infringement, dilution or unfair competition.
2. Limited Warranty. Assignor represents and warrants that: (i) all corporate action and approvals necessary to authorize this Assignment have been taken and obtained by Assignor; (ii) Assignor has the right to assign the Trademarks to Assignee, as contemplated by this Agreement; and (iii) as of the Effective Date, the Trademarks will not be encumbered by, and shall be free and clear of, any liens or other security interests that would prevent or impair the assignment of the Trademarks as contemplated by this Assignment.

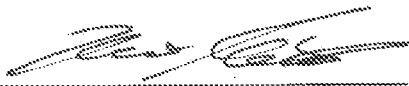
3. Perfecting and Recording Interest in Trademarks. Assignor agrees that, upon Assignee's reasonable request and at Assignee's expense, Assignor will execute or procure such further documents as may be required to give legal effect to this agreement, including without limitation such further assignments, powers of attorney and recordation papers, and to take such further action as may be reasonably necessary in order to fully effectuate the purposes, terms and conditions of this Assignment.
4. Separate & Divisible Assignments. The Parties agree that the assignment of each item on Exhibit A shall be construed as separable and divisible from the assignment of every other item. The unenforceability or invalidity of this Assignment with respect to any one item shall not limit its enforceability or validity, in whole or in part, with respect to any other item.
5. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement.
6. Binding Effect. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.
7. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the United States of America.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective duly authorized officers, effective as of this 23rd day of September, 2013.

"ASSIGNOR"
ADVANSA B.V.

"ASSIGNEE"
INVISTA North America S.à r.l.

By: 
Printed Name: *Alex Perreault*
Title: *CEO*
Date:

By: _____
Printed Name:
Title:
Date:

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

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed by their respective duly authorized officers, effective as of this 23rd day of September, 2013.

“ASSIGNOR”
ADVANSA B.V.

“ASSIGNEE”
INVISTA North America S.à r.l.

By: _____
Printed Name:
Title:
Date:

By: Toby G. Harrison
Printed Name: Toby G. Harrison
Title: Manager
Date: Sept. 19, 2013

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

EXHIBIT A
TO TRADEMARK ASSIGNMENT AGREEMENT

Trademark	Country	Case Status	Classes	Owners	Appl. Date	Appl. No.	Reg. Date	Reg. No.
ADVANSА Thermo°Cool (new logo)	USA	Registered	23	Advansa B.V.	9/26/2012	79122624	7/2/2013	4,359,720
ADVANSА Thermo°Cool (old logo)	USA	Registered	23	Advansa B.V.	9/1/2009	79073332	7/6/2010	3,814,781
ADVANSATHERMOOCOOL (word mark)	USA	Registered	23	Advansa B.V.	5/31/07	77193989	8/2/2011	4,006,396
ADVANSА THERMO°DRY logo	USA	Pending	20	Advansa B.V.	11/26/2012	79124895	Pending	Pending
ADVANSATHERMODRY (word mark)	USA	Registered	20	Advansa B.V.	8/25/2008	77554947	11/24/2009	3,714,016
DUOREGULATION (word mark)	USA	Registered	22, 23, 25	Advansa B.V.	1/26/2012	79110428	4/9/2013	4,315,262
TECHNOCOOL	USA	Registered	23, 25	AdvansaB.V.	9/26/2012	79122057	7/2/2013	4,359,714