

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE DOW CHEMICAL COMPANY		03/14/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	W.R. GRACE & CO.-CONN.		
Street Address:	7500 GRACE DRIVE		
City:	COLUMBIA		
State/Country:	MARYLAND		
Postal Code:	21044		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85899822	CONSISTA	
Registration Number:	1337474	SHAC	
CORRESPONDENCE DATA			
Fax Number:	9086547866		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	908-654-5000		
Email:	trademarkadmin@ldlkm.com		
Correspondent Name:	HARVEY L. COHEN		
Address Line 1:	600 SOUTH AVENUE WEST		
Address Line 4:	WESTFIELD, NEW JERSEY 07090		
ATTORNEY DOCKET NUMBER:	GRACE 9.0-004		
NAME OF SUBMITTER:	HARVEY L. COHEN		
SIGNATURE:	/HARVEL L. COHEN/		
DATE SIGNED:	03/18/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is effective as of December 2, 2013 (the "Effective Date") by and among THE DOW CHEMICAL COMPANY, a Delaware corporation located at 2030 Dow Center, Midland, Michigan 48674, U.S.A. ("TDCC"), UNION CARBIDE CORPORATION, a New York corporation located at 1254 Enclave Parkway, Houston, Texas 77077, U.S.A. ("UCC"); together with TDCC, "Assignor", and W. R. GRACE & CO.-CONN., a Connecticut corporation located at 7500 Grace Drive, Columbia, Maryland 21044, U.S.A. ("Assignee") (each, a "Party," and collectively, the "Parties").

BACKGROUND

WHEREAS, THE DOW CHEMICAL COMPANY, a Delaware corporation and Assignee have entered into a Sale and Purchase Agreement, dated as of October 10, 2013 (the "Sale and Purchase Agreement"); and

WHEREAS, pursuant to the Sale and Purchase Agreement, each Assignor desires to assign all of its pertinent right, title and interest in, to and under its pertinent trademarks owned thereby as listed on the attached Schedule A (herein defined as "Trademarks") to Assignee, and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademarks.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective as of the Effective Date, Each Assignor does hereby sell, assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in, to and under pertinent Assignor's Trademarks owned thereby as recited in Schedule A, together with all of the goodwill symbolized by or associated exclusively with the Trademarks, including all associated trademark rights and other indicia of origin held by Assignor, together with all registrations and applications for registration of the Trademarks, all claims, demands, rights of recovery, damages or profit that Assignor has or may have for past or future infringements, dilution or other violations of such Trademarks, if any, and all rights to compromise, sue for and collect on such claims, demands and rights to recover in its own name and that of its successors or assigns.

2. Further Action. The Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and consummate and make effective the transactions contemplated by this Assignment including execution of individual assignment documentation for filing with the authorities of each individual country; provided, that, as between the Parties, Assignee shall be responsible for the preparation and filing of such documents and other instruments that may be necessary to record or perfect Assignee's right, title and interest in and to the Trademarks (including, without limitation, with any applicable Governmental Authorities), and for any and all costs, expenses and fees associated therewith.

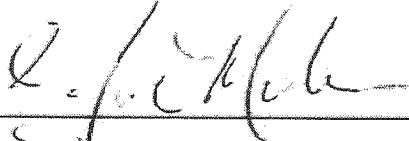
3. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

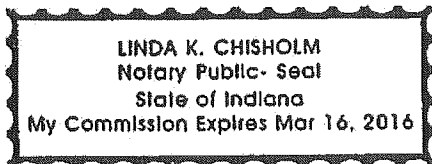
4. Conflict. If there is any conflict between the Sale and Purchase Agreement and this Assignment, each of the Sale and Purchase Agreement and this Assignment is to be interpreted and construed, if possible, so as to avoid or minimize such conflict, but, to the extent (and only to the extent) of such conflict, the Sale and Purchase Agreement shall prevail and control.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

IN WITNESS THEREOF, the Parties have caused this Assignment to be executed as of the Effective Date.

The Dow Chemical Company (Assignor)
2030 Dow Center, Midland, Michigan 48674,
U.S.A.

By: 
C. Joe Miller
Trademark & Copyright Counsel,
Authorized Representative



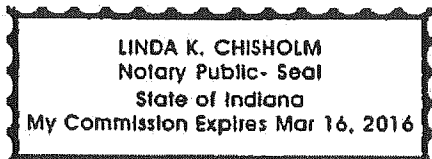
The undersigned Notary Public certifies that C. Joe Miller, Trademark & Copyright Counsel of The Dow Chemical Company, a corporation incorporated under the laws of the State of Delaware, U.S.A., of 2030 Dow Center, Midland, Michigan 48674, U.S.A., is authorized to execute by himself alone industrial property Assignment instruments and Powers of Attorney on behalf of the said company and that his signature is legally binding thereon.

Granted and signed this 13th day of March, 2014


Notary Public


Union Carbide Corporation (Assignor)
2030 Dow Center, Midland, Michigan 48674,
U.S.A.

By: 
C. Joe Miller
General Trademark Counsel

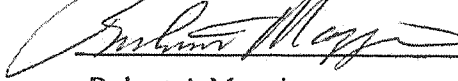


The undersigned Notary Public certifies that C. Joe Miller, General Trademark Counsel of Union Carbide Corporation, a corporation incorporated under the laws of the State of New York, U.S.A., of 1254 Enclave Parkway, Houston, Texas 77077, U.S.A., is authorized to execute by himself alone industrial property Assignment instruments and Powers of Attorney on behalf of the said company and that his signature is legally binding thereon.

Granted and signed this 13th day of March, 2014



Notary Public

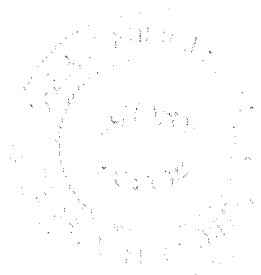
W. R. Grace & Co.-Conn. (Assignee)
7500 Grace Drive, Columbia, Maryland
21044, U.S.A.

By: 
Robert A Maggio
Assistant Secretary

The undersigned Notary Public certifies that Robert A. Maggio, Assistant Secretary (capacity) of W. R. Grace & Co. Conn. (Assignee), a company incorporated under the laws of the State of Connecticut, U.S.A., of 7500 Grace Drive, Columbia, Maryland 21044, U.S.A., is authorized to execute by himself alone industrial property Assignment instruments and Powers of Attorney on behalf of the said company and that his signature is legally binding thereon.

Granted and signed this 14th day of March, 2014


Notary Public


Commission Expires 8/13/2017

SCHEDULE A

TRADEMARKS

United States of America

OWNERS	TRADEMARK	COUNTRY	STATUS	REGISTRATION NUMBER	REGISTRATION DATE	APPLICATION NUMBER	FILING DATE
The Dow Chemical Company	CONSISTA	United States of America	Pending	N/A	N/A	85899822.00	10-Apr-13
Union Carbide Corporation	SHAC	United States of America	Registered	1337474	28-May-85	73505836.00	26-Oct-84