

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COGNIS IP MANAGEMENT GMBH		11/13/2007	CORPORATION: GERMANY
RECEIVING PARTY DATA			
Name:	COGNIS CORPORATION		
Street Address:	5051 Estecreek Drive		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45232		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0974741	G-CURE	
CORRESPONDENCE DATA			
Fax Number:	2027995000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		
Email:	alberto.zacapa@dlapiper.com		
Correspondent Name:	Thomas E. Zutic, DLA Piper LLP (US)		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	SPARKE HELMORE - NUPLEX		
NAME OF SUBMITTER:	Thomas E. Zutic		
SIGNATURE:	/Thomas E. Zutic/		
DATE SIGNED:	04/18/2014		
Total Attachments: 5			
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PATENT AND TRADEMARK TRANSFER AGREEMENT

This AGREEMENT is made and entered into
by and between

COGNIS IP MANAGEMENT GMBH
Henkelstraße 67, 40189 Düsseldorf, Federal Republic of Germany
- hereinafter referred to as "CIPM" or "SELLER" -

and

COGNIS CORP.
5051 Estecreek Drive, Cincinnati, OH 45232-1446
hereinafter referred to as "COGNIS" or "BUYER"

PREAMBLE

20 WHEREAS,

CIPM is the owner of all IP assets within the Cognis holding and has acquired the patent and trade-
mark portfolio of Cognis Corp. in 2004 including certain patents and trademarks belonging to the
so-called "G-Cure Business" (hereinafter referred to as the "CONTRACT RIGHTS");

25 WHEREAS,

COGNIS intends to sell said its G-Cure activities (herein after referred to as the "BUSINESS") to a
purchaser, including all patents and trademarks necessary to run the business.

WHEREAS,

30 COGNIS intends to re-acquire and is willing to take over the CONTRACTS RIGHTS from CIPM
in order to transfer them along with the BUSINESS to the purchaser.

WHEREAS

CIPM is willing and in the possession to sell the CONTRACTS RIGHTS to COGNIS.

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NOW, THEREFORE,

The Parties agree as follows:

1. Definitions

CONTRACT RIGHTS shall mean the patents and trademarks as compiled in Annex A.

2. Subject matter

2.1. SELLER transfers all CONTRACT RIGHTS to BUYER.

2.2. BUYER accepts the transfer of the CONTRACT RIGHTS.

3. Warranties

3.1. SELLER guarantees the existence of the licensed CONTRACT RIGHTS according to Annex A on the date of the AGREEMENT. Any liability for later invalidation or lapse of the patents is excluded.

3.2. BUYER is aware of the fact that the earlier change of ownership of the CONTRACT RIGHTS from COGNIS to CIPM has not yet recorded by the offices. Thus, although CIPM is the true owner of the CONTRACT RIGHTS, they are still registered on behalf its former owner COGNIS.

3.2. All warranty claims are excluded as far as these are based on the technical data or the know-how transferred. No warranty is made for the reliability, the quality, the economic utilisation, the usefulness of the licensed article for the intended purpose or for any other purpose.

4. Purchase Price and Costs

4.1. BUYER shall pay to SELLER a purchase price of [REDACTED] (hereinafter referred to as the "PURCHASE PRICE"). The PURCHASE PRICE becomes due after the final PARTY has signed the AGREEMENT without any additional invoice and without deductions, but not later than 31 December 2007. The payment shall be effected to

Cognis IP Management GmbH
Deutsche Bank AG, Düsseldorf
Bank Code: [REDACTED]
Account [REDACTED]
5 Internal account: [REDACTED]

4.2. The costs and fees for the assignment and recording of the CONTRACT RIGHTS will be borne by BUYER.

10 4.3. BUYER shall pay all fees and costs for maintenance or renewal of the CONTRACT RIGHTS after the execution of this AGREEMENT at its own expense.

5. Term

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The effective date of this AGREEMENT be the day the last PARTY signs the document, but not later than 31 December 2007.

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BUYER shall have the right to cancel this agreement at any time until 30 June 2008 with retroactive effect, if the sale of the BUSINESS is not closed until that date.

In case of a cancellation SELLER has to repay the PURCHASE PRICE plus an interest of [REDACTED] on it for the period between payment and refund.

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6. Miscellaneous

30 6.1. This AGREEMENT is personal to the parties hereto. The rights under this AGREEMENT shall not be sold, assigned or otherwise transferred, unless otherwise agreed upon in writing. However, both PARTIES may assign this AGREEMENT to any affiliate, subsidiary, or parent company, or to a third party as part of any sale, merger, or transfer of the business to which this AGREEMENT pertains.

35 6.2. The AGREEMENT may not be changed or amended orally, but only in writing signed by both PARTIES hereto. The writing must refer to this AGREEMENT and must expressly state that it is an amendment hereof.

6.3. Should any provision of this AGREEMENT be or become invalid, such invalidity shall not affect the validity of the entire AGREEMENT, however, that such provision shall be replaced by a regulation which comes closest to the original intention of the PARTIES.

5 6.4. The AGREEMENT constitutes the entire AGREEMENT of the PARTIES.

6.5. All disputes, controversies or differences which may arise between the PARTIES out of or in connection with this AGREEMENT or the breach thereof shall be settled amicably between the PARTIES. In case an amicable settlement cannot be reached, the matter shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Place of arbitration shall be Düsseldorf. Language of arbitration shall be English. The award shall be in writing, and shall specify the reasons for and the facts on which such decision was reached. The PARTIES hereby waive their right to any form of appeal insofar as such waiver can validly be made. This AGREEMENT shall in all respects be interpreted in accordance with and its performance governed by the laws of the Federal Republic of Germany.

IN WITNESS,

20 whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorised representatives.


Düsseldorf, this November 7, 2007

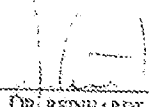
Cincinnati, this November 13 2007

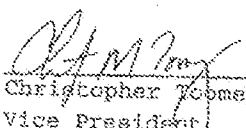
25 COGNIS IP MANAGEMENT GMBH

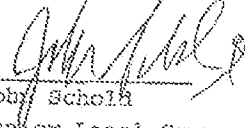
COGNIS CORP.

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DR. FABRY
VP Intellectual Capital


DR. REINHARDT
Chief IP Counsel


Christopher Toomey
Vice President


John Scholz
Senior Legal Counsel

FR/CV81811 FINAL/07.11.2007

ANNEX A

5 1. Registered Trademarks:

Country	Serial No.	Filing date	Reg. No.	Reg. Date	Status	Goods in Int'l. Class I.
[REDACTED]						
[REDACTED]						
U.S.	72/424515	16-May-1972	974741	18-Dec-1973	Registered	Acrylic resins

10 2. Unregistered Trademark:

[REDACTED]

3. Registered Patents:

Case	Title	Country	Serial No.	Filing Date	Patent No.	Issue date	Status
[REDACTED]							

15 [REDACTED]

20 [REDACTED]

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