

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313535

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
RESUBMIT DOCUMENT ID:	900296848		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mason Chemical Company		12/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pilot Chemical Corp.		
Street Address:	2744 East Kemper Road		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45241		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3220149	ENHANSYS	
Registration Number:	3495506	MAQUAT	
Registration Number:	3950709	MASURF	
Registration Number:	3220147	NOBAC	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	513-241-2324		
Email:	bschatz@whe-law.com		
Correspondent Name:	Brett A. Schatz		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	PILOT-39-134		
NAME OF SUBMITTER:	Brett A. Schatz		
SIGNATURE:	/Brett A. Schatz/		
DATE SIGNED:	08/11/2014		
Total Attachments: 15			

TRADEMARK

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STOCK PURCHASE AGREEMENT

by and among

MASON CHEMICAL COMPANY,

**GREGG MASON, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE OF THE
JEAN MASON TRUST, U/T/A/D DECEMBER 22, 2005,**

**MARC MASON, NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE OF THE
WILLIAM B. MASON FAMILY TRUST CREATED U/W/O WILLIAM B. MASON,**

and

PILOT CHEMICAL CORP.

December 28, 2012

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this “**Agreement**”) is made this 28th day of December, 2012 by and among Mason Chemical Company, a Delaware corporation (the “**Company**”), Gregg Mason, not individually, but solely as Trustee of the Jean Mason Trust u/t/a/d December 22, 2005 (“**Jean Mason Trust**”), Marc Mason, not individually but solely as Trustee of the William B. Mason Family Trust created u/w/o William B. Mason (“**William Mason Trust**”, jointly with Jean Mason Trust, the “**Stockholders**”), Pilot Chemical Corp., a Delaware corporation (“**Pilot**”), and Gregg Mason, individually, is joining in the execution of the Agreement solely for purposes of making the covenants under Section 5.8, Section 5.9, Section 5.12, Section 8.8, Section 8.14 and Section 8.15, Marc Mason, individually, is joining in the execution of the Agreement solely for purposes of making the covenants under Section 5.12 and Jean Mason, individually, is joining in the execution of the Agreement solely for purposes of making the covenants under Section 5.12. Capitalized terms not otherwise defined herein have the respective meanings assigned to such terms in Exhibit A hereto.

RECITALS

WHEREAS, the Company is engaged in the Business;

WHEREAS, Stockholders own all of the issued and outstanding shares of capital stock of the Company (the “**Shares**”);

WHEREAS, Pilot desires to acquire all of the Shares of the Company, on the terms and conditions set forth in this Agreement;

WHEREAS, in furtherance of such acquisition, the boards of directors of Pilot and the Company have approved this Agreement upon the terms and subject to the conditions set forth herein; and

WHEREAS, to induce Pilot to enter into this Agreement and consummate the purchase of the Shares and the other Contemplated Transactions, Stockholders and Gregg Mason agree to be bound by the applicable Restrictive Covenants contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the payments herein provided for and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE; CLOSING

1.1 Sale and Purchase of the Shares. Subject to the terms and conditions of this Agreement, at the Closing, the Stockholders will sell and transfer to Pilot and Pilot will purchase from the Stockholders all of the Shares, free and clear of all Claims and Encumbrances.

Code, and Treasury Regulations Section 301.6111-2, as in effect prior to the enactment of the American Jobs Creation Act of 2004.

3.10 Litigation. Except as set forth on Schedule 3.10: (i) there is no Litigation pending or, to Company's Knowledge, threatened against the Company (or against any officer, director, member, stockholder, employee, agent or other similar representative of the Company in his or her capacity as such or relating to his or her employment, services or relationship with the Company) before any Governmental Authority or arbitrator, (ii) there is no Court Order outstanding against the Company relating in any way to this Agreement, the Business, the Shares or the Contemplated Transactions, and (iii) to Company's Knowledge, no event has occurred, nor has any Claim been asserted, that would be reasonably likely to result in Litigation against the Company that, if determined adversely to the Company, would reasonably be expected to result in a Material Adverse Effect. All Litigation pending, or to the Company's Knowledge, threatened against Company is covered by insurance up to policy limits and subject to deductibles except to the extent described on Schedule 3.10.

3.11 Intellectual Property.

3.11.1 Schedule 3.11.1 sets forth a true and correct list of (i) all of the Intellectual Property owned by the Company that has been applied for or registered with the United States or any foreign Copyright, patent or trademark office or other appropriate governmental or non-governmental office, and (ii) all of the Intellectual Property owned by the Company including, but not limited to, Intellectual Property that is neither registered nor applied for but which is material to the Business. Except as set forth on Schedule 3.11.1 or as would not reasonably be expected to result in a Material Adverse Effect, (a) unless indicated otherwise, all such applications and registrations for Intellectual Property owned by the Company are valid, enforceable, remain in full force and effect and all fees and other charges with respect thereto are current, (b) the Company owns the Intellectual Property owned by the Company free and clear of any Claims of any other Person, (c) the Company has the right to use all licensed Intellectual Property used by the Company in the Business, as such Intellectual Property is used by the Company in the Business, and (d) the Company does not use any of the Intellectual Property by consent of any other rightful owner thereof and there are no attachments or Encumbrances thereon.

3.11.2 Except as set forth on Schedule 3.11.2 or as would not reasonably be expected to result in a Material Adverse Effect, (i) the Intellectual Property owned by the Company consists of all of the Intellectual Property necessary for the operation of the Business as currently conducted, (ii) the Company does not pay and is not required to pay any licensing fee, royalty or other payment to any other Person with respect to any Intellectual Property or the use thereof, and (iii) the Company's right to use and transfer any and all of the Intellectual Property owned by the Company or used or usable by the Company in the Business is perpetual and unrestricted.

3.11.3 Schedule 3.11.3 sets forth list of the material Contracts governing use of the Intellectual Property licensed by or on behalf of the Company for use by a third party.

3.11.4 To Company's Knowledge, there are no Claims or demands of any Person pertaining to any of the Intellectual Property owned by the Company or used or usable by the Company in the Business. No actions or proceedings have been instituted, are pending or, to Company's Knowledge, have been threatened, which challenge the enforceability, validity of, or the rights of the Company with respect thereto. To the Company's Knowledge, no Intellectual Property owned by the Company, or used or usable by the Company in the Business infringes or is being infringed by others. To the Company's Knowledge, no usage of Company's products infringes third party intellectual property. No Intellectual Property owned by the Company, or used or usable by the Company in the Business is subject to any outstanding Court Order or stipulation.

3.11.5 Except as set forth on Schedule 3.11.5, the Company has not operated under any name other than "Mason Chemical Company" or variants thereof.

3.11.6 Except as set forth on Schedule 3.11.6, the Company has not assigned or exclusively licensed to any Person any material Intellectual Property.

3.11.7 Except as set forth on Schedule 3.11.7, no funding, facilities or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any Intellectual Property owned by the Company or used by the Company in the Business.

3.11.8 Except as set forth on Schedule 3.11.8 or as would not reasonably be expected to result in a Material Adverse Effect, the Company has not agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to any Intellectual Property.

3.11.9 Except as would not reasonably be expected to result in a Material Adverse Effect, Company has taken reasonable steps to protect the confidentiality of all Trade Secrets and Confidential Information of Company that is material to the conduct of the Business as conducted by Company; provided, however, that the any disclosure of Trade Secrets or Confidential Information of the Company (i) in connection with any threatened or actual request, notice, action, audit, examination, inquiry, investigation, proceeding, suit, order or Claim under any Environmental Law or by, to or from any Governmental Authority; (ii) under or pursuant to Applicable Laws (iii) in connection with any threatened or actual Litigation; (iv) to any past or current employee of the Company; (v) to any customer of the Business; (vi) to any vendor with which the Company has purchased goods or services; or (vii) under or pursuant to any Contract to which the Company is a party or by which the Company or the Business is bound shall deemed a reasonable step pursuant to this Section 3.11.9 and shall not be deemed unreasonable.

3.11.10 All material third-party Software residing on electronic equipment in the possession or control of Company is lawfully licensed from the Intellectual Property owners thereof, and is being used in compliance with such licenses. Such licenses to the third-party Software are valid and subsisting, and Company has and continues to take all actions to maintain such licenses in good standing with all third-party licensors of the third-party Software. Except as set forth in Schedule 3.11.10, Company has not incorporated open source code, or combined

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PILOT:

PILOT CHEMICAL CORP.

By: Pamela R. Butcher
Name: Pamela R. Butcher
Title: President + COO

STOCKHOLDERS:

JEAN MASON TRUST CREATED U/T/A/D
DECEMBER 22, 2005

By: _____
Name: Gregg Mason
Title: Trustee

WILLIAM B. MASON FAMILY TRUST
CREATED U/W/O WILLIAM B. MASON

By: _____
Name: _____
Title: _____

COMPANY:

MASON CHEMICAL COMPANY

By: _____
Name: Gregg Mason
Title: Secretary

[Signatures continue on next page]

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

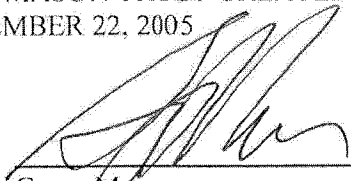
PILOT:

PILOT CHEMICAL CORP.

By: _____
Name: _____
Title: _____

STOCKHOLDERS:

JEAN MASON TRUST CREATED U/T/A/D
DECEMBER 22, 2005


By:  _____
Name: Gregg Mason
Title: Trustee

WILLIAM B. MASON FAMILY TRUST
CREATED U/W/O WILLIAM B. MASON

By: _____
Name: _____
Title: _____

COMPANY:

MASON CHEMICAL COMPANY

By:  _____
Name: Gregg Mason
Title: Secretary

[Signatures continue on next page]

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PILOT:

PILOT CHEMICAL CORP.

By: _____
Name: _____
Title: _____

STOCKHOLDERS:

JEAN MASON TRUST CREATED U/T/A/D
DECEMBER 22, 2005

By: _____
Name: _____
Title: _____

WILLIAM B. MASON FAMILY TRUST
CREATED U/W/O WILLIAM B. MASON

By: Marc Mason
Name: Marc Mason
Title: Trustee

COMPANY:

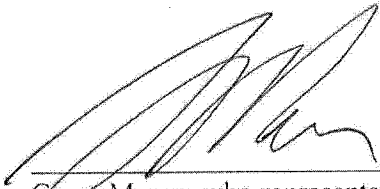
MASON CHEMICAL COMPANY

By: _____
Name: _____
Title: _____

[Signatures continue on next page]

[Signature Page to Stock Purchase Agreement]

AGREED AND ACKNOWLEDGED,
solely for purposes of Section 5.8, Section 5.9
Section 5.12, 8.8, Section 8.14 and Section 8.15

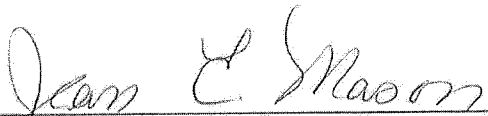


Gregg Mason, who represents that he has the right, power, legal capacity and authority to enter into and perform his obligations under this Agreement.

AGREED AND ACKNOWLEDGED,
solely for purposes of Section 5.12

Marc Mason, who represents that he has the right, power, legal capacity and authority to enter into and perform his obligations under this Agreement.

AGREED AND ACKNOWLEDGED,
solely for purposes of Section 5.12



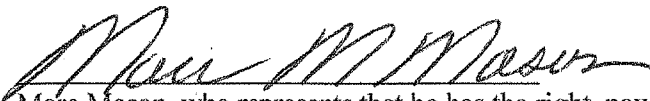
Jean Mason, who represents that he has the right, power, legal capacity and authority to enter into and perform his obligations under this Agreement.

[Signature Page to Stock Purchase Agreement]

AGREED AND ACKNOWLEDGED,
solely for purposes of Section 5.8, Section 5.9
Section 5.12, 8.8, Section 8.14 and Section 8.15

Gregg Mason, who represents that he has the right, power, legal capacity and authority to enter into and perform his obligations under this Agreement.

AGREED AND ACKNOWLEDGED,
solely for purposes of Section 5.12



Marc Mason, who represents that he has the right, power, legal capacity and authority to enter into and perform his obligations under this Agreement.

AGREED AND ACKNOWLEDGED,
solely for purposes of Section 5.12

Jean Mason, who represents that he has the right, power, legal capacity and authority to enter into and perform his obligations under this Agreement.

[Signature Page to Stock Purchase Agreement]

Schedule 3.11.1

Intellectual Property

1. Registered Trademarks:

- a. Enhansys – Serial number 3,220,149
- b. Maquat – Serial number 3,495,506
- c. Masurf – Serial number 3,950,709
- d. Nobac – Serial number 3,220,147

2. Unregistered Trademarks:

- a. Algaesil
- b. Masamine
- c. Masorb
- d. Macheck
- e. Maguard
- f. Masodol
- g. Masoteric
- h. Mason
- i. Masamide
- j. Macat
- k. Macare
- l. The Quaternary Specialists
- m. Mason Europe Limited

3. U.S. Environmental Protection Agency (EPA) Registrations under FIFRA:

	Product	EPA Registration Number
1.	Maquat TC76-50%	10324-1
2.	Maquat MQ2525M-10% S&W	10324-102
3.	Maquat 128-PD	10324-105
4.	Maquat MQ615-12.5	10324-106

9. Patents:
 - a. Corrosion Resistant Sanitizing/Disinfecting Cleaning and Wood Preservative Formulation – Patent No. US 6,395,698
 - b. Antimicrobial Composition – Patent No. US 7,754,770
10. Patent Applications:
 - a. Fluorinated Phosphate Ester Surfactant and Fluorinated Alcohol Compositions – Application Serial No. 157618
11. Domain Names:
 - a. masonsurfactants.com
 - b. maquat.com
 - c. maquat.info
 - d. maquat.net
 - e. maquat.org
 - f. maquat.us
 - g. masonchem.com
 - h. masonchem.info
 - i. masonchem.net
 - j. masonchem.org
 - k. masonchem.us
 - l. masonchemical.com
 - m. masonchemical.info
 - n. masonchemical.net
 - o. masonchemical.org
 - p. masonchemical.us
12. Please see the Company's logos attached as Exhibit A.

Schedule 3.11.5

Trade Names

1. Algaesil
2. Enhansys
3. Maquat
4. Masurf
5. Masamine
6. Masorb
7. Macheck
8. Maguard
9. Masodol
10. Masoteric
11. Mason
12. Masamide
13. Macat
14. Macare
15. The Quaternary Specialists
16. Mason Europe Limited
17. Nobac