

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317111

| | | | |
|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Catacel Corp. | | 08/27/2014 | CORPORATION: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Johnson Matthey Public Limited Company | | |
| Street Address: | 5th Floor, 25 Farringdon Street | | |
| City: | London | | |
| State/Country: | UNITED KINGDOM | | |
| Postal Code: | EC4A4AB | | |
| Entity Type: | Limited Company: ENGLAND | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3396010 | SSR | |
| Registration Number: | 3568176 | HEP | |
| Registration Number: | 4547633 | CATACEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2165796073 | | |
| <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: | 216-579-1700 | | |
| Email: | rkoll@pearne.com | | |
| Correspondent Name: | Pearne & Gordon LLP | | |
| Address Line 1: | 1801 East 9th Street | | |
| Address Line 2: | Suite 1200 | | |
| Address Line 4: | Cleveland, OHIO 44114 | | |
| ATTORNEY DOCKET NUMBER: | CATA-J6119 | | |
| NAME OF SUBMITTER: | J. Gregory Chrisman | | |
| SIGNATURE: | /jgregorychrisman/ | | |
| DATE SIGNED: | 09/16/2014 | | |
| Total Attachments: 6 | | | |
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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAME

This Assignment of Trademarks and Domain Name (this "Assignment") dated as of the 2nd day of September, 2014, is made and entered into by and among Catacel Corp. an Ohio, U.S.A corporation ("Assignor"), whose full post office address is 785 North Freedom St., Ravenna, Ohio 44266, and Johnson Matthey Public Limited Company, a company formed under the laws of England and Wales ("Assignee"), whose registered address is 5th Floor, 25 Farringdon Street, London EC4A4AB, United Kingdom.

WHEREAS, Assignor is the sole owner of all rights, title and interest in and to the trademarks and the registrations therefor, set forth on Schedule A, and the goodwill of the business associated therewith and symbolized thereby (the "Trademarks"), and all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore; and

WHEREAS, Assignor uses, and, as registrant of, owns certain rights in connection with, the domain name and the registration corresponding thereto as set forth on Schedule B (the "Domain Name"); and

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement dated August 13th, 2014 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation all of Assignor's rights, title and interest in and to the Trademarks and the Domain Name, and, pursuant to the 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; and

WHEREAS, in accordance with the Agreement, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide rights, title and interest in, to and under the Trademarks and Domain Name.

NOW, THEREFORE, in consideration of the payment of the purchase price set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, all its rights, title and interest in, to and under the Trademarks and Domain Name, together with the goodwill, if any, of the business associated therewith and which is symbolized thereby, as well as all applications, unregistered marks and product names, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of any of the Trademarks and/or the Domain Name, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery.

2. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request of Assignee which Assignee may require in order to transfer all of Assignor's rights, title and interest in and to the Trademarks and Domain Name and all rights appurtenant thereto to Assignee, its successors or assigns.
3. Assignor hereby authorizes Assignee to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to such Trademarks in the name of Assignee.
4. This Assignment is subject to the terms and conditions of the Agreement, which are incorporated herein by reference. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the 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 Agreement and the terms hereof, the terms of the Agreement shall prevail.
5. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument. This Assignment may not be amended or modified without the prior written agreement of both parties hereto.

This Assignment shall be governed by the laws of the State of Delaware.

This Assignment is effective as of the date first set forth above.

IN WITNESS WHEREOF, Buyer (Assignee) and the Selling (Assignor) Parties shall have been deemed to have executed this Assignment and Assumption Agreement on the date first above written.

[Signature page follows]

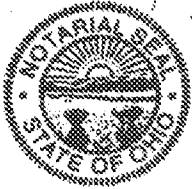
SIGNED at RAVENNA, OH U.S.A, this 27 day of AUGUST, 2014.
(City/town) (Country) (Date) (Month)

CATACEL CORP.

By: [Signature]
(Signature of Authorized Officer)

Name: J. GARY MCDONALD

Title: CEO



[Signature]
Rachel Anna DeYoung
Notary Public, State of Ohio
My commission expires
March 24, 2018

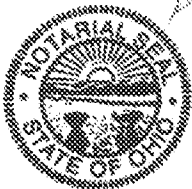
SIGNED at RAVENNA OH USA, this 27 day of AUGUST, 2014.
(City/town) (Country) (Date) (Month)

CATACEL CORP.

By: [Signature]
(Signature of Authorized Officer)

Name: WILLIAM A. WHITTENBERGER

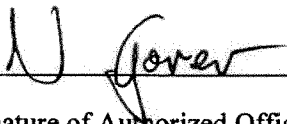
Title: PRESIDENT + CEO



[Signature]
Rachel Anna DeYoung
Notary Public, State of Ohio
My commission expires
March 24, 2018

SIGNED at London, England, this 28th day of August, 2014.
(City/town) (Country) (Date) (Month)

JOHNSON MATTHEY PUBLIC LIMITED COMPANY

By: 
(Signature of Authorized Officer)

Name: VICK GARNER

Title: HEAD CORPORATE DEVELOPMENT

SCHEDULE A

ASSIGNED U.S. TRADEMARKS

| Mark | Registration date | Registration No. | Application No. | Classes |
|-------------|--------------------------|-------------------------|------------------------|----------------------------------|
| SSR | 11/320/08 | 3396010 | 78/710,819 | IC 11 (US 13, 21, 23, 31, 34) |
| HEP | 27/1/2009 | 3568176 | 77/151,497 | IC 11 (US 13, 21, 23, 31, 34) |
| CATACEL | 10/6/2014 | 4547633 | 86105687 | IC 11 (US 13, 21, 23, 31, 34) |

SCHEDULE B

ASSIGNED DOMAIN NAME

| <u>Domain Name</u> | <u>Registrar</u> |
|---------------------|------------------|
| http://catacel.com/ | Go Daddy |