

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MacDermid Printing Solutions, LLC		03/18/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Reeves Brothers, Inc.		
Street Address:	790 Reeves St.		
City:	Spartanburg		
State/Country:	SOUTH CAROLINA		
Postal Code:	29301		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1282539	POLYCELL	
CORRESPONDENCE DATA			
Fax Number:	7036688200		
<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:	703-668-8000		
Email:	dcdocketing@hdp.com		
Correspondent Name:	Josh A. Partington		
Address Line 1:	11730 Plaza America Dr. Suite 600		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	8394E-200287-US		
NAME OF SUBMITTER:	Josh A. Partington		
SIGNATURE:	/Josh A. Partington/		
DATE SIGNED:	09/24/2014		
Total Attachments: 12			
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STOCK AND ASSET PURCHASE AGREEMENT

STOCK AND ASSET PURCHASE AGREEMENT, dated as of March 18, 2008 (the "Agreement") among **MACDERMID, INCORPORATED**, a Connecticut corporation ("Parent"), **MACDERMID PRINTING SOLUTIONS, LLC**, a Delaware limited liability company ("MacDermid Solutions"), **MACDERMID PRINTING SOLUTIONS EUROPE SAS**, an entity organized under the Laws of France ("MPS Europe"), **MACDERMID HOLDING SAS**, an entity organized under the Laws of France ("MPS France"), **MACDERMID OPERATIONS S. De RL De CV**, an entity organized under the Laws of Mexico ("PTI Mexico"), **PLATES AND BLANKETS S. De RL De CV**, an entity organized under the Laws of Mexico ("Polyfibron"), **NIPPON MACDERMID CO., LTD.**, an entity organized under the Laws of Japan ("Nippon"), **MACDERMID ARTES GRAFICAS LTDA.**, an entity organized under the Laws of Brazil ("PTI Brazil," and sometimes collectively with MacDermid Solutions, MPS France, MPS Europe, PTI Mexico, Polyfibron, PTI Services, PTI Holdings and Nippon, "Sellers" and each individually a "Seller"), **REEVES BROTHERS, INC.** a Delaware corporation ("U.S. Purchaser"), **TRELLEBORG COATED SYSTEMS FRANCE SAS**, an entity organized under the Laws of France ("French Assets Purchaser"), **TRELLEBORG HOLDING FRANCE SAS**, an entity organized under the Laws of France ("French Shares Purchaser"), **TRELLEBORG HOLDINGS ITALIA S.R.L.**, an entity organized under the Laws of Italy ("Italian Purchaser"), **TRELLEBORG DO BRASIL LTDA**, an entity organized under the Laws of Brazil ("Brazilian Purchaser"), **TRELLEBORG SEALING SOLUTIONS JAPAN K.K.**, an entity organized under the Laws of Japan ("Japanese Purchaser," and sometimes collectively with U.S. Purchaser, French Assets Purchaser, French Shares Purchaser, Italian Purchaser and Brazilian Purchaser, the "Purchasers") and **TRELLEBORG AB (publ)**, a corporation incorporated under the Laws of Sweden ("Trelleborg AB").

WHEREAS, Parent, Sellers and Target Companies operate a business that is engaged in the production and marketing of (i) elastomer and polymer coated blankets that are used in the offset printing market and (ii) elastomer composites for in-the-round offset printing applications (collectively, the "Business");

WHEREAS, Parent operates the Business through the Sellers and through MacDermid Printing Solutions Italia SRL, an entity organized under the Laws of Italy ("MPS Italiana" or a "Target Company"), and Axcyl Composite SAS, an entity organized under the Laws of France ("Axcyl" or a "Target Company"), and together with MPS Italiana, the "Target Companies";

WHEREAS, Purchasers are wholly owned indirect subsidiaries of Trelleborg AB and desire to purchase the Business, and in connection therewith, Purchasers desire to purchase from Sellers (i) the Transferred Assets (as defined herein), (ii) all of the quotas of MPS Italiana (the "MPS Italiana Quotas"), and (iii) all of the outstanding shares of Axcyl (the "Axcyl Shares").

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, Parent, Sellers, Purchasers and Trelleborg AB hereby agree as follows:

ARTICLE 1

PURCHASE AND SALE

1.1. Purchase and Sale of Stock

Upon the terms and subject to the conditions of this Agreement, at the Closing (as defined herein), MPS France shall sell, assign, transfer, convey and deliver to Italian Purchaser the MPS Italiana Quotas and to French Shares Purchaser the Axcyl Shares (collectively, the "Stock") free and clear of all Encumbrances, and Italian Purchaser shall purchase the MPS Italiana Quotas and French Shares Purchaser shall purchase the Axcyl Shares.

1.2. Asset Sale and Purchase

Upon the terms and subject to the conditions of this Agreement, at the Closing, Purchasers shall purchase and each Seller shall sell, assign, transfer and deliver, or cause to be sold, transferred, assigned and delivered, to Purchasers, free and clear of all Encumbrances, all of such Seller's respective rights, titles and interests in and to the assets, properties, rights, licenses and business of every kind and description, wherever located, real, personal or mixed, tangible or intangible, set forth in Section 1.2 of the Sellers Disclosure Schedule (collectively, the "Transferred Assets") (such purchases and sales, the "Asset Sale"). The Transferred Assets include, except for the Excluded Assets, all right, title and interest of each Seller in, to and under:

(a) all real property and leases of, easements upon or options for easements upon, and other interests in, real property solely or substantially solely used in connection with the Business, in each case together with all buildings, fixtures, rights of way and improvements erected on such real property, set forth in Section 1.2(a) of the Sellers Disclosure Schedule;

(b) all personal property and interests therein, including machinery, equipment, furniture, office equipment, communications equipment, vehicles, of the Business set forth on Section 1.2(b) of the Sellers Disclosure Schedule, and all proceeds of insurance policies arising from claims made between December 31, 2007 and the Closing Date (as defined herein) for loss or casualty to any of such assets;

(c) all inventory solely relating to the Business ("Inventory"); a listing of such inventory as of December 31, 2007 is set forth in Section 1.2(c) of the Sellers Disclosure Schedule, and a physical inventory count will be conducted in accordance with Section 1.14;

(d) all computer hardware and accessories, including servers, personal computers, laptops, infrastructure and network equipment, required to support the software and data solely or substantially solely used in the Business as presently conducted and set forth on Section 1.2(d) of the Sellers Disclosure Schedule;

(e) all rights under the Contracts of Sellers solely or substantially solely related to the conduct of the Business (other than Excluded Contracts) in effect as of the date hereof listed on Section 1.2(a) and Section 1.2(e) of the Sellers Disclosure Schedule (which shall include without limitation all capital and operating leases principally related to the Business and all employment contracts of applicable employees), together with such additional Contracts principally related to the conduct of the Business as may be entered into by Sellers after the date hereof and prior to the Closing in accordance with the provisions of Section 4.1 (collectively, the "Assumed Contracts");

(f) all accounts, notes and other receivables and rights of Sellers to receive payments from any Person solely arising from the conduct of the Business (except for the French Receivables and payments due Sellers from any Affiliate of Sellers which will not be Transferred Assets);

(g) except as provided in Section 1.3(i), all Intellectual Property owned or licensed by the Sellers and solely related to the conduct of the Business (the "Transferred IP"), including, without limitation, the Company IP that is set forth in Section 1.2(g) of the Sellers Disclosure Schedule;

(h) all governmental licenses, permits or other governmental authorizations, (including local or national, initial or complementary authorizations), held by Sellers relating solely to the Business or the Transferred Assets, a list of which is included on Section 1.2(h) of the Sellers Disclosure Schedule.

(i) upon approval of the applicable Governmental Authorities, the Title V permit for the Solutions facility located in Morristown, Tennessee;

(j) a copy of all books, records, files and papers in whatever media ("Books and Records") retained, stored, or in the possession of Sellers and relating to the Business, including, without limitation, training and similar material, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers and subcontractors, lists of present and former customers, personnel and employment records, and a copy of any information relating to Taxes (as defined herein) imposed on the Transferred Assets; provided, however, that the Transferred Assets shall not include those Books and Records relating to the Excluded Assets (as defined herein); and

(k) all goodwill related solely to the Business or the Transferred Assets, together with the right to represent to third parties that Purchasers are the successor to the Business.

1.3. Excluded Assets

Purchasers and Sellers agree that the following assets and properties of Sellers (the "Excluded Assets") shall be retained by Sellers and shall be excluded from the Transferred Assets:

(a) Sellers' cash, restricted cash and cash equivalents on hand and in banks;

(b) all assets of Sellers not owned, held or used solely or substantially solely in the conduct of the Business;

(c) any Seller's Contracts of insurance (provided that Purchasers will be entitled to insurance proceeds as described in Section 1.2(b));

(d) any and all Equity Securities held by a Seller (other than the Stock);

(e) all rights of Sellers under any Contract listed on Section 1.3(e) of the Sellers Disclosure Schedule (the "Excluded Contracts");

(f) any refunds of Taxes of a Seller;

(g) other items set forth on Section 1.3(g) of the Sellers Disclosure Schedule;

(h) any rights under loans between the Business (other than the Target Companies) and the Seller or Affiliates of the Seller;

(i) except as otherwise provided in the Name License Agreement, any rights, title or interest in the name "MacDermid" or any derivation thereof;

(j) all French Receivables; and

(k) real property and improvements located at Adams, MA and Morristown, TN.


1.4. Assumption of Liabilities

In connection with the Asset Sale and upon the terms and subject to the conditions of this Agreement, Purchasers agree, effective at the time of Closing, to assume the following liabilities of Sellers (the "Assumed Liabilities");

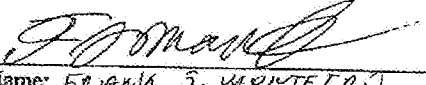
(a) (i) customer advances and deposits of Sellers relating to the provision of products and services to such customers and outstanding as of the Closing; (ii) liabilities and obligations of the Business for any Product Liability Occurrences or any Product Warranty Claims or recalls, in each instance only (A) with regard to products manufactured, sold or distributed after the Closing Date (excluding finished goods inventory as of the Closing Date), without regard to amount and (B) with regard to products manufactured, sold or distributed prior to the Closing Date (including finished goods inventory as of the Closing Date), only in an amount (individually or in the aggregate) up to the reserve for such items included on the Conclusive Closing Statement; (iii) those liabilities of the types reflected on the 2007 Financial Items Statement, in the amounts thereof determined on the Conclusive Closing Statement (which shall include, inter alia, changes in the ordinary course from the date hereof until the Closing); (iv) those obligations of the Business outstanding as of the Closing under the Assumed Contracts; but excluding any obligation for borrowed money, and (v) liabilities and obligations arising from the conduct of the Business by Purchasers following the Closing. For the avoidance of doubt, (i) the exclusion of obligations for borrowed money in clause (iv) of this paragraph shall not be construed to include capital lease obligations and (ii) Assumed Liabilities shall include all LTEL arising after the Closing Date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MACDERMID, INCORPORATED

By: 
Name: FRANK J. MONTELANO
Title: VP of Finance & Treasurer

MACDERMID PRINTING SOLUTIONS, LLC

By: 
Name: FRANK J. MONTELANO
Title: PRESIDENT

**MACDERMID PRINTING SOLUTIONS
EUROPE SAS**

By: _____
Name:
Title:

MACDERMID HOLDING SAS

By: _____
Name:
Title:

MACDERMID OPERATIONS S. De RL De CV

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

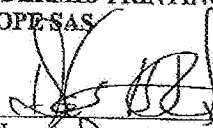
MACDERMID, INCORPORATED

By: _____
Name:
Title:

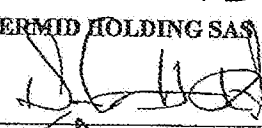
MACDERMID PRINTING SOLUTIONS, LLC

By: _____
Name:
Title:

**MACDERMID PRINTING SOLUTIONS
EUROPE SAS**

By:  _____
Name: DOUGLAS RICH
Title: Vice President / MD

MACDERMID HOLDING SAS

By:  _____
Name: DOUGLAS RICH
Title: President

MACDERMID OPERATIONS S. De RL De CV

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MACDERMID, INCORPORATED

By: _____
Name:
Title:

MACDERMID PRINTING SOLUTIONS, LLC

By: _____
Name:
Title:

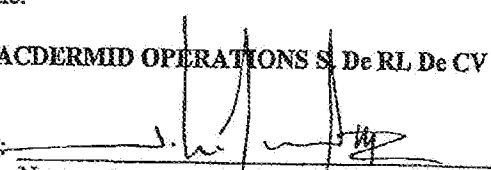
**MACDERMID PRINTING SOLUTIONS
EUROPE SAS**

By: _____
Name:
Title:

MACDERMID HOLDING SAS

By: _____
Name:
Title:

MACDERMID OPERATIONS S. De RL De CV

By: 
Name: JOHN PAUL BRICEÑO F
Title: LEGAL REPRESENTATIVE

PLATES AND BLANKETS S. De RL De CV

By: Mario A. Vázquez
Name: Mario Alberto Vázquez Alcantara
Title: Legal Representative

NIPPON MACDERMID CO., LTD.

By: _____
Name:
Title:

MACDERMID ARTES GRAFICAS LTDA

By: _____
Name:
Title:

REEVES BROTHERS, INC.

By: _____
Name:
Title:

TRELLEBORG COATED SYSTEMS FRANCE
SAS

By: _____
Name:
Title:

TRELLEBORG HOLDING FRANCE SAS

By: _____
Name:
Title:

PLATES AND BLANKETS S. De RL De CV

By: _____
Name:
Title:

NIPPON MACDERMID CO., LTD.

By: J. Mitsuya
Name: *Joichi Mitsuya*
Title: *Representative Director*

MACDERMID ARTES GRAFICAS LTDA

By: _____
Name:
Title:

REEVES BROTHERS, INC.

By: _____
Name:
Title:

TRELLEBORG COATED SYSTEMS FRANCE
SAS

By: _____
Name:
Title:

TRELLEBORG HOLDING FRANCE SAS

By: _____
Name:
Title:

PLATES AND BLANKETS S. De RL De CV

By: _____
Name:
Title:

NIPPON MACDERMID CO., LTD.

By: _____
Name:
Title:

MACDERMID ARTES GRAFICAS LTDA

By: _____
Name: OSOR FREDERICO ANDRE SIMONS
Title: GENERAL MANAGER.

REEVES BROTHERS, INC.

By: _____
Name:
Title:

TRELLEBORG COATED SYSTEMS FRANCE
SAS

By: _____
Name:
Title:

TRELLEBORG HOLDING FRANCE SAS

By: _____
Name:
Title:

PLATES AND BLANKETS S. De RL De CV

By: _____
Name:
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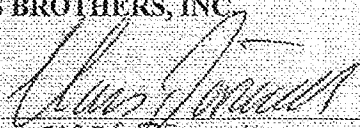
NIPPON MACDERMID CO., LTD.

By: _____
Name:
Title:

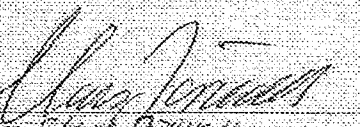
MACDERMID ARTES GRAFICAS LTDA

By: _____
Name:
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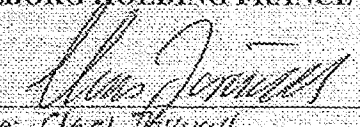
REEVES BROTHERS, INC

By: 
Name: *Charles J. Howell*
Title: *Attorney*


TRELLEBORG COATED SYSTEMS FRANCE SAS

By: 
Name: *Charles J. Howell*
Title: *Director*

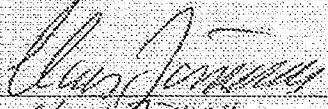
TRELLEBORG HOLDING FRANCE SAS

By: 
Name: *Charles J. Howell*
Title: *Director*


TRELLEBORG HOLDINGS ITALIA S.R.L.

By: 
Name: Claes Jonvall
Title: Director

TRELLEBORG DO BRASIL LTDA

By: 
Name: Claes Jonvall
Title: ~~Director~~ Attorney

TRELLEBORG SEALING SOLUTIONS
JAPAN K.K.

By: 
Name: Claes Jonvall
Title: Attorney

TRELLEBORG AB

By: 
Name: Claes Jonvall
Title: SVP