

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VITAPAC (HK) INDUSTRIAL LIMITED		08/02/2014	LIMITED LIABILITY COMPANY: HONG KONG
RECEIVING PARTY DATA			
Name:	Clariant AG		
Street Address:	Rothausstrasse 61		
City:	CH-4132 Muttenz		
State/Country:	SWITZERLAND		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3862597	HUMICHECK	
Registration Number:	4126246	POLE-SORB	
Registration Number:	4224827	POLE-SORB	
CORRESPONDENCE DATA			
Fax Number:	2125939175		
<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:	212-980-0120		
Email:	pto@fkks.com		
Correspondent Name:	Frankfurt Kurnit Klein & Selz PC		
Address Line 1:	488 Madison Avenue		
Address Line 2:	Attn.: Trademark Department		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	023388		
NAME OF SUBMITTER:	Matthew Bart		
SIGNATURE:	/Matthew Bart/		
DATE SIGNED:	11/19/2014		
Total Attachments: 8			
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Schedule 12 of the ASPA

VitaPac's Trademarks Assignment Agreement

dated as of August 2, 2014

by and between

VitaPac (HK) Industrial Ltd.

Unit 08, 10/F., Metro Loft, 38 Kwai Hei Street,
Kwai Chung, New Territories, Hong Kong

(hereinafter the "Assignor")

and

Clariant AG

Rothausstrasse 61, CH-4132 Muttenz, Switzerland

(hereinafter the "Assignee")

(Assignor and Assignee each a "Party", and together the "Parties")



Whereas

- (A) The Assignor together with Dongguan VitaPac Activated Applied Material Co., Ltd. and Yeung Tak Shing (collectively as "Sellers") entered into an Asset Sale and Purchase Agreement dated August 2, 2014 with Jiangsu Süd-Chemie Performance Packaging Material Co., Ltd. and Clariant (China) Ltd. (together as "Buyers") in respect of the sale and purchase of the Business and the Acquired Assets.
- (B) The Assignor owns VitaPac's Trademarks that form part of the Acquired Assets.
- (C) The Assignor desires to assign all of the Assignor's rights, title and interest in and to VitaPac's Trademarks to the Buyers (or the Buyers' nominee), and the Buyers (or through the Buyers' nominee) desire to assume and accept the assignment of all such rights.

NOW THEREFORE, the Parties agree as follows:

1. Definitions

The specified terms used in this Agreement shall have their respective meanings set forth in the ASPA or Annex 1 of this Agreement.

2. Assignment

Subject to Clause 7.6 below, the Assignor hereby assigns, conveys and transfers to the Assignee all of the Assignor's respective right, title and interest in and to the following:

- VitaPac's Trademarks set out in Annex 2, which are owned by the Assignor,

including the entire right, title, and interest in and to the listed trademark applications, and all divisions, and continuations thereof, and all trademarks which may be granted thereon, and all reissues thereof, and the right to sue for, and receive all damages from, past, present and future infringements of VitaPac's Trademarks.

For further clarification, the Assignor and the Assignee hereby agree and confirm that the Assignee shall not use or deal in any way VitaPac's Trademarks until the Closing Date as specified in the ASPA.

3. Recording of Assignment

The Assignor covenants and agrees that it will, execute and deliver, or cause to be executed or delivered, such further documents and take such further action that may be necessary or desirable to perfect and record the assignment, conveyance and transfer of VitaPac's Trademarks to the Assignee, including, without limitation, any assignment documents required to be filed under the laws of any relevant jurisdiction to perfect and record the assignment, conveyance and transfer of VitaPac's Trademarks to the Assignee hereunder with any relevant governmental authority. The expense of preparing and filing of such documents and any action required ancillary thereto shall be equally borne by the Assignor and the Assignee.

4. Consideration

In consideration of the assignment of the Assignor's respective right, title and interest in and to VitaPac's Trademarks as more particularly described in Clause 2 above, the Assignee shall pay to the Assignor a transfer price as allocated pursuant to Clause 12 of the ASPA.

5. Taxes

All Taxes, if any, arising from or in relation to the assignment of VitaPac's Trademarks shall be dealt with in accordance with Clause 18.4 of the ASPA.

6. Costs and Expenses

According to Clause 18.2 of the ASPA, the Sellers and the Buyers shall share equally all costs (including but not limited to registration fees charged by the relevant governmental authority in charge of trademark registration) for and in connection with the assignment of VitaPac's Trademarks.

7. General Provisions

7.1 Effect on Third Parties

No person other than the Parties shall have any rights or benefits under this Agreement, and nothing in this Agreement is intended to confer on any person other than the Parties any rights, benefits or remedies.

7.2 Notices

Any notice or written communication provided for in this Agreement by any Party to the other shall be made in English by facsimile or by courier service delivered letter, promptly transmitted or addressed to the appropriate Party. The date of receipt of a notice or communication hereunder shall be deemed to be five (5) Business Days after the letter is given to the courier service in the case of a courier service delivered letter and two (2) Business Days after dispatch of a facsimile if evidenced by a transmission report. All notices and communications shall be sent to the appropriate address or facsimile number set forth below, until the same is changed by notice given in writing to the other Party.

If to Assignor: VitaPac (HK) Industrial Ltd.
Unit 08, 10/F., Metro Loft, 38 Kwai Hei Street,
Kwai Chung, New Territories, Hong Kong
Attn: Yeung Tak Shing
Fax: + 852 2481 3730

If to Assignee: Clariant International Ltd.
c/o Clariant Chemicals (China) Ltd.
No. 2, Lane 168 Linhong Road
Changning District, Shanghai 200335,
People's Republic of China
Attn: Changli Gao
Fax: + 86 21 2248 3485

7.3 Amendments and Waivers

This Agreement may only be modified or amended by a document signed by all Parties, unless stricter form is required by law. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.

7.4 No Assignment

The Assignor (if more than one person or entity) shall assume joint and several liabilities under this Agreement. The Parties shall not assign this Agreement or any rights or obligations hereunder to any third party without the prior written consent of the Assignor (if the assignment is proposed to be undertaken by the Assignee) or the Assignee (if the assignment is proposed to be undertaken by the Assignor).

7.5 Severability

Should any part or provision of this Agreement be held to be invalid or unenforceable by any competent arbitral tribunal, court, governmental or administrative authority having jurisdiction, the other provisions of this Agreement shall nonetheless remain

valid. In this case, the Parties shall endeavour to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

7.6 Effectiveness

This Agreement shall become effective on August 2, 2014.

8. Governing Law | Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

All disputes arising out of or in relation to this Agreement, including any dispute regarding breach, termination or validity of this Agreement shall be resolved in accordance with the provisions set forth in Clause 22 of the ASPA.

9. Execution

This Agreement may be executed in a number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[EXECUTION PAGE FOLLOWS]



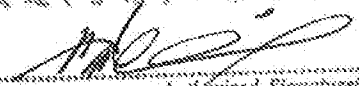
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Assignor:

For and on behalf of

VitaPac (HK) Industrial Ltd.

VITAPAC (HK) INDUSTRIAL LTD.
威達(香港)工業有限公司



(Authorized Signature(s))

Name: Yeung Tak Shing

Title: Managing Director

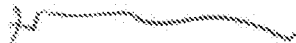
The Assignee:

For and on behalf of

Clariant AG



Name: _____
Title: **Alfred Münch**
General Counsel



Name: **Dr. Peter Zimmermann**
Title: Corporate Counsel



Annex 1: Definitions

Acquired Assets shall mean the Acquired Assets as defined in the ASPA.

Agreement shall mean this VitaPac's Trademarks Assignment Agreement, including all annexes and related documents hereto.

Assignee shall mean the legal entity so designated on the cover page to this Agreement.

Assignor shall mean the legal entity so designated on the cover page to this Agreement.

ASPA shall mean the Asset Sale and Purchase Agreement as described in Recital (A) of this Agreement.

Business shall mean the Business as defined in the ASPA.

Business Day shall mean the Business Day as defined in the ASPA.

Closing Date shall mean the Closing Date as defined in the ASPA.

Taxes shall have the meaning set forth in the Definition of ASPA.

VitaPac's Trademarks shall have the meaning set forth in Clause 2 of this Agreement.



Annex 2: VitaPac's Trademarks

TradeMark	Reg. country	Holder	Filing date	Reg. Date	Reg. No.	Reg. Class	Expired Date
VitaPac logo	HK	VitaPac HK	/	1997.08.21	199808995AA	Class 1 & 2	2024.08.21
VitaPac logo	PRC	VitaPac HK	/	2004.08.21	3437936	Class 35	2014.08.20
VitaPac logo	PRC	VitaPac HK	/	2004.11.07	3437939	Class 2	2014.11.06
VitaPac logo	PRC	VitaPac HK	/	2004.12.07	3437940	Class 1	2014.12.06
HumiCheck	HK	VPHK	2009.06.01	2009.06.01	301353375	Class 1	2019.05.31
HumiCheck	UK	VPHK	2009.06.18	2009.06.18	2518894	Class 1	
HumiCheck	PRC	VPHK	2009.06.06	2010.11.07	7558013	Class 1	2020.11.06
HumiCheck	USA	VPHK	2009.06.18	2010.10.19	3,862,597	Class 1	2019.06.01
Pole-Sorb	HK	VPHK	2010.08.12	2010.08.12	301687348	Class 1	2020.08.11
Pole-Sorb	USA	VPHK	2010.08.16	2012.04.10	4,136,246	Class 1	2022.04.09
Pole-Sorb	USA	VPHK	2010.08.16	2012.10.16	4,224,827	Class 1	2022.10.15