

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bayer MaterialScience LLC		06/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stepan Company		
<b>Street Address:</b>	22 West Frontage Road		
<b>City:</b>	Northfield		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60093		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1589575	RUCOTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>			
<b>Phone:</b>	203-353-6834		
<b>Email:</b>	clondon@edwardswildman.com		
<b>Correspondent Name:</b>	Edwards Wildman Palmer LLP		
<b>Address Line 1:</b>	P.O. Box 130; F.D.R. Station		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	3S8178.00009		
<b>NAME OF SUBMITTER:</b>	Julie Nichols Matthews		
<b>SIGNATURE:</b>	/julie nichols matthews/		
<b>DATE SIGNED:</b>	11/20/2014		
<b>Total Attachments: 5</b>			
source=Bayer to Stepan tm assignment#page1.tif			
source=Bayer to Stepan tm assignment#page2.tif			
source=Bayer to Stepan tm assignment#page3.tif			
source=Bayer to Stepan tm assignment#page4.tif			
source=Bayer to Stepan tm assignment#page5.tif			

CH \$40.00 1589575

TRADEMARK

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of June 1, 2013 (the "Effective Date") by and between Bayer MaterialScience LLC, a limited liability company organized and existing under the laws of Delaware, and having an office at 100 Bayer Road, Pittsburgh, PA 15205 (hereinafter referred to as the "Assignor") and Stepan Company, a corporation organized and existing under the laws of Delaware, and having an office at 22 West Frontage Road, Northfield, IL 60093 (hereinafter referred to as the "Assignee") of the other part.

WHEREAS, the Assignor owns the trademarks and related registrations and/or applications listed in Annex A hereto (the "Trademarks") in the United States (the "Territory"); and

WHEREAS, Assignor and Assignee entered into an Asset Purchase Agreement dated as of April 29, 2013 and amended as of the date hereof (the "APA"), providing, upon the terms and conditions set forth therein, for the sale, conveyance and delivery of certain of the Trademarks, among other assets, of the Assignor (unless otherwise defined herein, all capitalized terms herein shall have the meanings ascribed to them in the APA).

WHEREAS, the Assignee desires to acquire from the Assignor all right, title and interest in and to the Trademarks in the Territory and the Assignor is willing to assign all right, title and interest in and to the Trademarks in the Territory to Assignee.

NOW THEREFORE, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all right, title and interest in and to the Trademarks and all goodwill related thereto in the Territory.
2. Assignor hereby divests itself of any and all rights it had in and to the Trademarks in the Territory and conveys them to Assignee, who shall hold such rights in place of Assignor, enjoying and benefiting from any and all the rights to the Trademarks in the Territory to the same extent as the Assignor would have enjoyed and benefited therefrom and taking Assignor's place in any and all claims of Assignor which may derive therefrom or relate thereto, including but not limited to Assignor's claims of infringement or violation of the Trademarks that relate to actions that occurred prior to the Effective Date. Assignor hereby assigns to Assignee all its rights resulting from transactions between the Assignor and a third party in connection with the Trademarks.
3. Assignee shall henceforth have the right to consider itself the sole owner of the Trademarks in the Territory and to use or make any other disposal of the Trademarks as it shall deem fit, without any further claim on the part of the Assignor in any event or at any time.
4. Assignee shall be solely responsible for registering, recording or taking any other steps necessary to perfect this assignment of the Trademarks to Assignee. Assignor agrees to cooperate fully with Assignee in registering, recording or otherwise perfecting this assignment.

CG 1852646v3

5. As of the Effective Date, the Assignee shall be solely responsible for maintaining and defending the Trademarks.

6. This Agreement and the APA constitute the entire agreement and understanding of the parties with regard to the subject matter hereof and supersedes all previous communications, whether oral or written, between the parties, and there are no further or other agreements or understanding, written or oral, in effect between the Parties, with respect to the subject matter of this Agreement.

7. Nothing contained in this Agreement shall be deemed to modify, limit, extend or amend any of the rights, obligations or representations and warranties of any party hereto under or in the APA and no additional representations and warranties, express, implied or otherwise (including, without limitation, warranties or merchantability and fitness for use or a particular purpose), shall be deemed to be created by this Agreement. In the event of any conflict or inconsistency between the terms of this Agreement and the APA, the terms of the APA shall control.

8. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Delaware, without reference to its choice of laws provisions. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.

9. If any one or more provisions of this Agreement is or becomes invalid, the parties agree to replace said provisions with valid provisions that approximate, as closely as possible, the intent of the original provision. If the parties cannot agree on one or more replacement provisions, the invalidity of any one or more provisions of this Agreement shall not affect the validity of this Agreement as a whole, unless the invalid provisions are of such material importance to the Agreement that it is reasonable to assume that the parties would not have executed the Agreement without them.

10. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

*[Signature page follows.]*

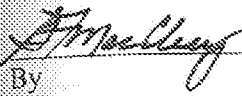
IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER MATERIALSCIENCE LLC

STEPAN COMPANY

  
By \_\_\_\_\_

\_\_\_\_\_  
By

Gerald F. MacCleary  
Name Printed

\_\_\_\_\_  
Name Printed

President  
Title

\_\_\_\_\_  
Title

7  
8  
9  
1

Signature Page to Trademark Assignment Agreement

IN WITNESS whereof the parties hereto have caused this Agreement to be duly executed in copies on their behalf of their duly authorized officers and representatives on the day and year first above written.

For and on behalf of the Assignor

For and on behalf of the Assignee

BAYER MATERIALSCIENCE LLC

STEPAN COMPANY

By

By

H. Edward Wynn

Name Printed

Name Printed

Vice President, General  
Counsel, & Secretary

Title

Title

Signature Page to Trademark Assignment Agreement

TRADEMARK

REEL: 005404 FRAME: 0939

ANNEX A

<u>Trademark</u>	<u>Application/Registration No.</u>	<u>Class(es)</u>
Rucote	1,589,575	1

7

8

9

10