

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ferro Corporation		12/19/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Polymer Additives, Inc.		
Street Address:	1450 Brickell Ave., 31st Fl		
Internal Address:	c/o H.I.G. Capital		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2674257	SYNPRO	
Registration Number:	1063622	UV-CHEK	
Registration Number:	1045181	PLAS-CHEK	
Registration Number:	1041570	THERM-CHEK	
Registration Number:	1041567	CATA-CHEK	
Registration Number:	1011327	MICRO-CHEK	
Registration Number:	0265127	SANTICIZER	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	312-863-7267		
Email:	jaclyn.digrande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.401		
NAME OF SUBMITTER:	Jaclyn Di Grande		

OP \$190.00 2674257

SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	12/22/2014
Total Attachments: 12 source=Project Padre - Intellectual Property Assignment (Execution Version)#page1.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page2.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page3.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page4.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page5.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page6.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page7.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page8.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page9.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page10.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page11.tif source=Project Padre - Intellectual Property Assignment (Execution Version)#page12.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 19th day of December, 2014 (the "Effective Date"), is made and entered into by and between Ferro Corporation, an Ohio corporation ("Assignor") and Polymer Additives, Inc., a Delaware corporation ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein will have the meanings set forth in the Purchase Agreement (defined below).

RECITALS

1. Assignor, Ferro (Belgium) Sprl, Ferro Mexicana S.A. de C.V. (collectively referred to herein as "Sellers") and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (as amended from time to time, the "Purchase Agreement"), pursuant to which, among other things, Sellers have agreed to sell, assign, transfer and deliver to Assignee certain Sold Assets on the terms set forth in the Purchase Agreement.

2. The Sold Assets include, without limitation, the patents and patent applications set forth on Schedule A hereto (collectively, the "Transferred Patents") and the trademarks and trademark applications set forth on Schedule B hereto (collectively, the "Transferred Trademarks" and together with the Transferred Patents, the "Transferred IP").

3. Assignor and Assignee now desire to enter into this Assignment to evidence the sale, assignment, transfer and delivery to Assignee of the Transferred IP.

In consideration of the mutual covenants and agreements set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Purchase Agreement, Assignor agrees with Assignee as follows:

1) Patent Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all rights, title, and interests:

(a) in and to the inventions as described in the Transferred Patents, for the United States and its possessions and territories and for all foreign countries (including, without limitation, all rights therein provided by international conventions and treaties),

(b) in and to the Transferred Patents along with all rights of priority created by patent applications included with the Transferred Patents under the Paris Convention and any other related treaty,

(c) in and to all United States and foreign patents and utility models which may be granted on any and all of the Transferred Patents including reissues, reexaminations, extensions or foreign equivalents, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect,

(d) in and to all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all United States and foreign patents granted or to be granted on the Transferred Patents and the inventions disclosed therein, including extensions, reissues, and reexamination certificates thereto, and

(e) in and to all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Patents, with the right to sue for, and collect the same,

in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2) Trademark Assignment. Assignor hereby sells, assigns, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all rights, title, and interests:

(a) in and to the Transferred Trademarks, for the United States and its possessions and territories and for all foreign countries (including, without limitation, all rights therein provided by international conventions and treaties), together with the goodwill of the business in connection with which the Transferred Trademarks are used,

(b) in and to all United States and foreign registrations, renewals, and extensions of the Transferred Trademarks, now or hereafter in effect,

(c) in and to all causes of action and rights to sue for and damages resulting from past, present and future infringement or other unauthorized use of all United States and foreign trademarks granted or to be granted on the Transferred Trademarks, and

(d) in and to all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred Trademarks, with the right to sue for, and collect the same,

in each case, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same

would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2) Recording. Assignor hereby authorizes and requests (1) the Commissioner of Patents of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Patents to and in the name of Assignee and (2) the Commissioner of Trademarks of the United States, and any other official of any applicable Governmental Authority, to record this Assignment and to issue any and all registrations from any and all applications for registration included in the Transferred Trademarks to and in the name of Assignee.

3) Further Assurances. Assignor will, upon request of Assignee, and without further remuneration, timely execute, or cause its current or former employees of Assignor or any Affiliate of Assignor to execute and deliver any additional documents and perform such additional acts reasonably necessary to record and perfect the interest of Assignee in and to the Transferred IP. Upon request of Assignee, and without further remuneration, Assignor will execute, or will cause its current or former employees of Assignor or any Affiliate of Assignor to execute, any and all papers reasonably requested by Assignee for the filing, prosecution, and granting of patent applications related to the inventions disclosed in the Transferred Patents and the perfecting of title thereto in Assignee. Assignor will make a commercially reasonable effort to secure the signature of employees referenced in this section who are not employed by Assignor at the time of a request by Assignee.

4) No Waiver or Modification; Subject to Purchase Agreement. Nothing contained in this Assignment may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties hereto pursuant to the Purchase Agreement. Assignor makes no representations or warranties with respect to the Transferred IP except as specifically set forth in the Purchase Agreement. This Assignment is not intended to limit in any manner the terms of the Purchase Agreement nor is it intended to create any obligation broader than those specifically set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will govern and control. No provision of this Assignment may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties. No failure to enforce any provision of this Assignment will be deemed to or will constitute a waiver of such provision and no waiver of any of the provisions of this Assignment will be deemed to or will constitute a waiver of any other provision of this Assignment nor will such waiver constitute a continuing waiver. This Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.

5) Headings. The division of this Assignment into Sections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect or be utilized in construing or interpreting this Assignment.

6) Governing Law. This Assignment will be construed under and governed by the Laws of the State of New York applicable to contracts made and performed in such State, without giving effect to the conflict of laws principles of such State that would require or permit application of the Laws of another jurisdiction. The Parties expressly elect not to be bound in any way by the United Nations Convention on Contracts for the International Sale of Goods.

7) Counterparts. This Assignment may be executed in one or more counterparts, and counterparts may be exchanged by electronic submission, all of which will be considered one and the same agreement and each of which will be deemed an original.

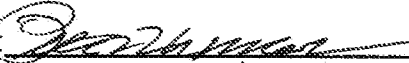
8) Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives.

ASSIGNOR:

Ferro Corporation

By: 
Name: PETER T. THOMAS
Title: PRESIDENT + CEO

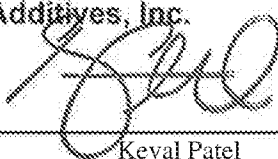
[Signature Page to Intellectual Property Assignment]

TRADEMARK
REEL: 005424 FRAME: 0374

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives.

ASSIGNEE:

Polymer Additives, Inc.



By: _____

Name: _____ Keval Patel

Title: _____ President, Treasurer and Secretary

[Signature Page to Intellectual Property Assignment]

Schedule A

PATENTS AND PATENT APPLICATIONS

PATENTS -- Polymer Additives						
<u>Docket No.</u>	<u>Descriptive Title</u>	<u>Country</u>	<u>Patent No. or App No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Estimated Expiration Date</u>
0287	Glycerin Triester Plasticizer	US	6,652,774	12/20/2001	11/25/2003	12/28/2021
14754	Polymer-Wood Composites and Additive Systems Therefor	US	6,942,829	4/30/2003	9/13/2005	8/24/2023
15518	Ether-Ester Plasticizers	US	7,498,372	11/29/2005	3/3/2009	9/1/2027
15518.001	Ether-Ester Plasticizers	China	101020761	11/27/2006	7/13/2011	11/27/2026
0287cip	Glycerin Triester Plasticizer	US	6,740,254	12/9/2002	5/25/2004	2/3/2022
0287DIV	Glycerin Triester Plasticizer	US	6,811,722	10/10/2003	11/2/2004	12/20/2021
287CIPPCT.003	Glycerin Triester Plasticizer	Canada	2468911	5/31/2004	11/8/2011	12/20/2022
287CIPPCT.001	Glycerin Triester Plasticizer***	India	(1405/DELNP/2004)	5/25/2004		
287CIPPCT.004	Glycerin Triester Plasticizer	Europe	(02794333.1) (1456322)	12/20/2002		
287CIPPCT.005	Glycerin Triester Plasticizer	Japan	4243196	6/18/2004	1/9/2009	12/20/2022
287CIPPCT.006	Glycerin Triester Plasticizer	China	1260318	12/20/2002	6/21/2006	12/20/2022

<u>Docket No.</u>	<u>Descriptive Title</u>	<u>Country</u>	<u>Patent No. or App No.</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Estimated Expiration Date</u>
36529	Biobased Epoxidized Fatty Acid Ester Plasticizers	US	(61/841,483)	7/1/2013		
<u>PATENTS – Polymer Additives</u>						
36529.01	Biobased Epoxidized Fatty Acid Ester Plasticizers	PCT	(PCT/US2014/043122)	6/19/2014		
36840	Plasticizer Mixture Of Epoxidized Fatty Acid Glycerin Carbonate Ester and Epoxidized Fatty Acid Esters	US	(13/974,508)	8/23/2013		
36840.01	Plasticizer Mixture Of Epoxidized Fatty Acid Glycerin Carbonate Ester and Epoxidized Fatty Acid Esters	PCT	(PCT/US2014/042244)	6/13/2014		
37023	Phenol-Free Overbased Alkaline Earth Metal Carboxylate	US	(14/332,510)	7/16/2014		
38164	Triesters derived from Alpha- and Beta-Hydroxyesters	US	(62/084,600)	11/29/2014		

***A divisional application (which preserves the subject matter of the original application) is pending. A petition to revive the original application (1405/DELNP/2004) is awaiting decision. The application is still alive in India.

Schedule B

TRADEMARKS AND TRADEMARK APPLICATIONS

PAD Trade Marks		
Name	Products	Unique Technology
Synpro®	Metallic Stearates, Including dispersions	Precipitated and fused Polyolefin technologies
Petrac*	Fatty Acid, Oleamide and Waxes	
Therm-Chek®	Liquid, Powder, and Paste Stabilizers	Mixed Heat Stabilizers
Plas-Chek®	Epoxidized Soybean Oil	
UV-Chek®	Resale UV stabilizers	
Santicizer®	Plasticizers	Fast fusing and permanent phthalate and phos ester plasticizers, Benzyl Chloride
Micro-Chek®		Non-Aresenic based antimicrobials
Cata-Chek®		Liquid and solid Sn based catalysts

*Not Registered, Common Law Rights Only

TRADEMARKS – Polymer Additives

<u>Matter ID</u>	<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Req. No.</u>	<u>Issue Date</u>	<u>Renewal Date</u>
0709	United States	SYNPRO and Design	76/302885	8/22/2001	2674257	1/14/2003	1/14/2023
12107	United States	UV-CHEK	73/068309	11/7/1975	1063622	4/19/1977	4/19/2017
12109	United States	PLAS-CHEK	73/068313	11/7/1975	1045181	8/3/1976	8/3/2016
12110	United States	THERM-CHEK	73/068314	11/7/1975	1041570	6/22/1976	6/22/2016
12111	United States	CATA-CHEK	73/068310	11/7/1975	1041567	6/22/1976	6/22/2016
12116	United States	MICRO-CHEK	73/017680	4/1/1974	1011327	5/27/1975	5/27/2015
12216	New Zealand	SANTICIZER	82020	8/23/1966	82020	8/23/1966	8/23/2015
12217	Nicaragua	SANTICIZER	24107	3/27/1971	24107	3/27/1971	3/26/2021
12218	Norway	SANTICIZER	42147	7/8/1952	42147	7/8/1952	7/8/2022
12221	Peru	SANTICIZER	40092	9/8/1966	40092	9/8/1966	9/8/2016
12222	Philippines	SANTICIZER	R5193	5/2/1968	13825	5/2/1968	5/2/2018
12223	Portugal	SANTICIZER	138408	9/30/1966	138408	12/12/1967	12/12/2017
12224	Poland	SANTICIZER	Z73815	11/8/1974	53585	11/8/1984	11/8/2014 (renewal filed October 17, 2014)
12225	Puerto Rico	SANTICIZER	14402	10/18/1966	14402	7/31/1967	7/31/2017
12226	Romania	SANTICIZER	6310	2/10/1969	3R05607	2/10/1969	2/10/2019
12227	Russian Federation	SANTICIZER	69596	9/17/1974	52164	9/17/1974	9/17/2024
12228	Singapore	SANTICIZER	39977	8/27/1966	39977	8/27/1966	8/27/2021
12229	Slovakia.	SANTICIZER	162364	9/4/1974	162364	9/4/1974	9/4/2024
12230	South Africa	SANTICIZER	229373	8/23/1966	66/3434	8/23/1966	8/23/2016
12231	Spain	SANTICIZER	M106394	7/30/1952	260634	6/2/1953	7/30/2022

<u>Matter ID</u>	<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Renewal Date</u>
12232	Sweden	SANTICIZER	60/1987	3/3/1967	119146	3/3/1967	3/3/2017
12233	Switzerland	SANTICIZER	350877	10/26/1966	350877	10/26/1966	10/26/2016
12234	Taiwan	SANTICIZER	26971	7/1/1967	26971	7/1/1967	6/30/2017
12235	Thailand	SANTICIZER	309776	9/15/1966	KOR47308	9/15/1966	9/14/2016
12236	Turkey	SANTICIZER	55626	10/10/1976	93328	10/10/1976	10/10/2016
12237	Ukraine	SANTICIZER	3490	9/17/1974	3490	9/17/1974	9/17/2024
12238	United Kingdom	SANTICIZER	650662	8/14/1946	650662	8/14/1946	8/14/2015
12239	United States	SANTICIZER	71/280931	3/18/1929	265127	12/17/1929	12/17/2019
12240	Venezuela	SANTICIZER	013		50948	1/19/1966	1/18/2016
12241	Serbia/ Montenegro	SANTICIZER	Z646/74	9/10/1974	23334/00704PP	11/10/1978	11/10/2018
12280	Argentina	SANTICIZER	1790493	1/21/1992	2615203	5/31/1950	6/30/2023
12281	Australia	SANTICIZER	A95916	8/2/1948	A95916	8/2/1948	8/2/2024
12282	Austria	SANTICIZER	AM4166/51	11/23/1951	24770	11/23/1951	11/30/2021
12284	Benelux	SANTICIZER	5466	6/3/1971	37658	6/3/1971	6/3/2022
12285	Bosnia and Herzegovina	SANTICIZER	N-BAZR96322	3/26/1996	BAZR96322	9/22/1998	11/10/2018
12286	Brazil	SANTICIZER	173129	5/11/1949	246944	6/30/1950	6/30/2020
12287	Bulgaria	SANTICIZER	31255	6/22/1995	27894	6/22/1995	6/22/2015
12288	Canada	SANTICIZER	161474	2/18/1933	UCA00945	2/18/1933	2/18/2023
12289	Chile	SANTICIZER	593417		662709	4/10/2003	4/10/2023
12290	China	SANTICIZER		8/21/1982	178089	5/30/1983	5/30/2023
12291	Columbia	SANTICIZER	353996	8/30/1966	64061	3/22/1967	3/22/2022
12293	Czech Republic	SANTICIZER		9/4/1974	162364	9/4/1974	9/4/2024
12294	Denmark	SANTICIZER	3234/66	8/23/1966	768/1968	3/15/1968	3/15/2018
12295	Ecuador	SANTICIZER	71105	8/19/1996	DNP1473398	9/30/1998	9/30/2018

<u>Matter ID</u>	<u>Country</u>	<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Renewal Date</u>
12296	El Salvador	SANTICIZER		6/20/1974	23BOOK54	6/20/1974	6/20/2024
12297	Estonia	SANTICIZER	9307991	9/20/1993	10956	5/18/1994	9/17/2024
12298	Finland	SANTICIZER	R-49/86	8/26/1966	50550	7/5/1967	7/5/2017
12299	France	SANTICIZER	215388	6/7/1990	1596034	6/7/1990	6/7/2020
12300	Georgia	SANTICIZER	2018/03	7/14/1993	1008	9/25/1995	9/25/2015
12301	Germany	SANTICIZER	M4744/6WZ	7/10/1952	642896	7/10/1952	7/31/2022
12303	Honduras	SANTICIZER		3/1/1971	19890	1/17/1973	1/17/2023
12304	Hong Kong	SANTICIZER	882/66	9/5/1966	19670389	9/5/1966	9/5/2015
12305	Hungary	SANTICIZER	1436/74	9/6/1974	117254	9/6/1974	9/5/2024
12306	India	SANTICIZER	574571	6/3/1992	574571	6/3/1992	6/3/2012 (in process)
12308	Ireland	SANTICIZER	1376166	8/24/1966	70764	8/24/1966	8/23/2021
12309	Israel	SANTICIZER	71186	8/24/1966	26371	8/24/1966	8/23/2015
12310	Italy	SANTICIZER	992214	7/17/1952	1505004	7/28/1953	7/17/2022
12311	Japan	SANTICIZER	94604/2002	11/8/2002	4779423	6/18/2004	6/18/2024
12312	Korea, South	SANTICIZER	74/1966	8/25/1966	12035	9/23/1966	9/23/2016
12313	Lithuania	SANTICIZER	RL9597	7/14/1993	11188	5/30/1994	7/14/2023
12314	Malaysia	SANTICIZER	46393	8/27/1966	M/046393	8/27/1966	8/27/2021
37487	European Union	SANTICIZER	012464038	12/24/2013	In progress	In progress	In progress

-All owned by Ferro Corporation