

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASF SE		10/22/2010	European company, a public limited company: GERMANY
RECEIVING PARTY DATA			
Name:	John Hogg Technical Solutions Limited		
Street Address:	Mellors Road, Newbridge, Trafford Park		
City:	Manchester		
State/Country:	UNITED KINGDOM		
Postal Code:	M17 1PB		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1283800	SUDAN	
CORRESPONDENCE DATA			
Fax Number:	7032737684		
<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:	703-273-7680		
Email:	rshapiro@sasiplaw.com		
Correspondent Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road		
Address Line 4:	Fairfax, VIRGINIA 22030		
ATTORNEY DOCKET NUMBER:	CPA12566		
DOMESTIC REPRESENTATIVE			
Name:	Ronald E. Shapiro		
Address Line 1:	11350 Random Hills Road, Suite 740		
Address Line 4:	Fairfax, VIRGINIA 22030		
NAME OF SUBMITTER:	Ronald E. Shapiro		
SIGNATURE:	/Ronald E. Shapiro/		
DATE SIGNED:	01/12/2015		

OP \$40.00 1283800

Total Attachments: 10

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DATED

October 22, 2010

BASF SE

and

JOHN HOGG TECHNICAL SOLUTIONS LIMITED

DEED OF ASSIGNMENT OF TRADE MARKS

KBL SOLICITORS
28 MAWDSLEY STREET
BOLTON
BL1 1LF
REF: 58.53363

TRADEMARK
REEL: 005439 FRAME: 0074

TABLE OF CONTENTS

	Page
1. Interpretation	1
2. Assignment	1
3. Warranties	2
4. No effect on Main Agreement	2
5. Further Assurance	2
6. Waiver	3
7. Entire Agreement	3
8. Variation	3
9. Severance	3
10. Counterparts	4
11. Third Party Rights	4
12. Notices	4
13. Governing Law And Jurisdiction	4
Schedule 1 Trade Marks	6

PARTIES:

- (1) **BASF SE** incorporated and registered in Germany whose principal office is at Carl-Bosch-Strasse 38, 67056 Ludwigshafen, Germany ("Assignor")
- (2) **JOHN HOGG TECHNICAL SOLUTIONS LIMITED** incorporated and registered in England with company number 00147014 whose registered office is at Mellors Road, Newbridge, Trafford Park, Manchester, M17 1PB, England ("Assignee")

BACKGROUND:

- (A) The Assignor is the proprietor of or applicant for the Trade Marks (as defined below).
- (B) By the Main Agreement (as defined below) the Assignor agreed to assign the Trade Marks to the Assignee on the terms set out in this assignment.

AGREED TERMS:

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Main Agreement" the asset purchase agreement dated 29 July 2010 between the Assignor and the Assignee;

"Trade Marks" the registered trade marks and the applications short particulars of which are set out in Schedule 1;

1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

1.4 References to clauses and schedules are to the clauses and schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.8 **Writing** or **written** includes faxes but not e-mail.

1.9 Any words following the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.10 Capitalized terms used herein but not defined in this agreement shall have the meanings given to them in the Main Agreement.

2. ASSIGNMENT

Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

- 2.1.1 the absolute entitlement to any registered trade marks granted pursuant to any of the applications comprised in the Trade Marks; and
- 2.1.2 all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief and to retain any damages recovered in respect of any infringement, or any other cause of action including passing off arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this assignment.

3. **WARRANTIES**

No representation and warranty other than the Warranties set forth in the Main Agreement is made with respect to the Trade Marks.

4. **NO EFFECT ON MAIN AGREEMENT**

Nothing contained in this agreement shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Main Agreement. This agreement is entered into and delivered pursuant to Section 3.6 of the Main Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Main Agreement and the terms of this agreement, the terms of the Main Agreement shall prevail.

5. **FURTHER ASSURANCE**

- 5.1 The Assignor and Assignee hereby agree to execute, acknowledge and deliver such other documents and instruments and take such other actions as any party, or counsel to any party, may reasonably request to (1) validly transfer the Trade Marks to, and vest title therein in the name of, the Assignee and (2) complete and perfect the transfer and assignments contemplated herein.
- 5.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in Schedule 1 to the Assignee:
 - 5.2.1 if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;
 - 5.2.2 if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;
 - 5.2.3 provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks);
 - 5.2.4 ensure that copies of all correspondence that it, or its agents, receive (including any renewal advice or other notification received from any relevant registry) are promptly delivered to the Assignee, marked for the attention of Mary Bezer or any other person that the Assignee notifies to the Assignor from time to time; and
 - 5.2.5 provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including,

if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

- 5.3 The Assignor shall deliver to the Assignee or the Assignee's nominated representative as soon as practicable and in any event within 30 Business Days after the date of this agreement all deeds, documents of title, certificates and other files and records relating to the Trade Marks.
- 5.4 The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of giving the Assignee the benefit of this agreement. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 5.6.3 that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case.
- 5.5 This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.
- 5.6 Without prejudice to clause 5.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:
- 5.6.1 take any action that this agreement requires the Assignor to take;
 - 5.6.2 exercise any rights which this agreement gives to the Assignor; and
 - 5.6.3 appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.
- 5.7 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges in a legal and reasonable manner using the powers granted under this clause.

6. **WAIVER**

No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

7. **ENTIRE AGREEMENT**

- 7.1 This agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the parties relating to its subject matter.
- 7.2 Each Party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement or the Main Agreement.
- 7.3 Nothing in this clause shall limit or exclude any liability for fraud.

8. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the Parties or their authorised representatives.

9. **SEVERANCE**

- 9.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable,

that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

- 9.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

11. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

12. NOTICES

- 12.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

12.1.1 Assignor: Attention: Dr. Juergen Streib, Director M&A, ZFM-D100, Carl-Bosch-Strasse 38, 67056 Ludwigshafen, Germany

Fax No: 0049 621 5066 21942

12.1.2 Assignee: Attention: Robert Webb, John Hogg Technical Solutions Limited, Mellors Road, Newbridge, Trafford Park, Manchester, M17 1PB, England

Fax No: 0044 161 848 8206

or as otherwise specified by the relevant party by notice in writing to each other party.

- 12.2 Any notice or other communication shall be deemed to have been duly received:

12.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or

12.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the third Business Day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 12.3 A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

- 12.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.


13. GOVERNING LAW AND JURISDICTION

Section 26 of the Main Agreement shall apply mutatis mutandis with respect to all disputes arising out of or in connection with this agreement.

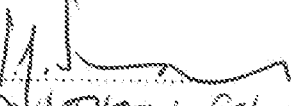
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed and delivered by the
said **BASF SE**

acting by its authorized
representative(s) [.....
.....]


Authorized representative(s)

in the presence of:

Witness signature: 

Witness name: Johannes Storkow

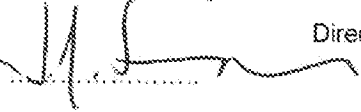
Address: Köllebohlweg
18, 40474 Düsseldorf
Lower level

Signed as a deed and delivered by the
said **JOHN HOGG TECHNICAL
SOLUTIONS LIMITED**

acting by its director
[.....]


Director

in the presence of:

Witness signature: 

Witness name:

Address: as above
.....
.....

SCHEDULE 1

The Trade Marks (as listed in Exhibit 2.1(e) to the Main Agreement)

Trademark SUDAN

Trademark	Type	Country	Filing Date	Filing No.	Reg. Date	Reg. No.	Ren. Date	Classes	Owner
SUDAN	NAT	AR	20.10.1989	620369	20.10.1989	1764310	26.11.2019	002	BASF AKTIENGESELLSCHAFT
SUDAN	NAT	AR	10.01.1970	623299	10.01.1970	1420561	26.02.2013	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	AT	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	BA	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	BO	10.07.1934	Aktenz. fehlt	10.07.1934	C-03434/A-47058	10.07.2014	002	BASF AKTIENGESELLSCHAFT
SUDAN	NAT	BR	29.03.1923	357898	23.05.1928	003578984	23.05.2018	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	BX	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	CA	20.03.1975	384040	14.01.1977	218265	14.01.2022	002	BASF SE
SUDAN	OMPI	CH	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	CL				737474	28.10.2015	002	BASF AKTIENGESELLSCHAFT
SUDAN	NAT	CO	21.10.1987	277457	25.04.1991	133386	24.04.2016	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	CZ	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	DE	02.10.1894	A00265	#####	16807	31.03.2014	002	BASF SE
SUDAN	OMPI	DE	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	DK	30.03.1976	767696	27.05.1977	VR01895/1977	27.05.2017	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	DZ	28.05.1994	619440	20.07.1994	619440	28.05.2014	002	BASF SE
SUDAN	OMPI	DZ	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	EC	08.10.1987	9921	18.11.1988	166	17.11.2013	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	EG	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	EG	28.05.1994	619440	20.07.1994	619440	28.05.2014	002	BASF SE
SUDAN	NAT	EM	01.04.1996	156067	16.04.2003	156067	01.04.2016	002	BASF SE
SUDAN	OMPI	ES	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	FR	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	GR	06.08.1938	Aktenz. fehlt		011795	06.06.2018	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	HR	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	IR	19.10.1950	Aktenz. fehlt		007861	19.10.2010	001,002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	IT	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	LI	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	MA	28.05.1994	619440	20.07.1994	619440	28.05.2014	002	BASF SE
SUDAN	OMPI	MA	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	MC	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	ME	22.01.1943	262890	22.01.1943	262890	22.01.2013	002	BASF SE
SUDAN	NAT	PE	20.10.1987	128537	28.02.1988	98823	23.07.2014	002	BASF AKTIENGESELLSCHAFT



Trademark	Type	Country	Filing Date	Filing No.	Reg. Date	Reg. No.	Ren. Date	Classes	Owner
SUDAN	NAT	PY	12.05.1994	94/7457	10.05.1995	286992	10.05.2015	002	BASF SE
SUDAN	OMPI	RO	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	RO	28.05.1994	619440	20.07.1994	619440	28.05.2014	002	BASF SE
SUDAN	OMPI	RS	22.01.1943	262890	22.01.1943	262890	22.01.2013	002	BASF SE
SUDAN	OMPI	SD	28.05.1994	619440	20.07.1994	619440	28.05.2014	002	BASF SE
SUDAN	OMPI	SI	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	SK	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	OMPI	SM	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	TN	06.11.2002	EE.02.1904	13.04.2004	EE021904	06.11.2017	002	BASF SE
SUDAN	NAT	US	31.01.1980	248269	26.06.1984	1283800	26.06.2014	002	BASF SE
SUDAN	NAT	UY	01.01.1800	151019		402475	07.06.2019	002	BASF AKTIENGESELLSCHAFT
SUDAN	OMPI	VN	22.01.1943	262890	22.01.1943	262890	03.12.2012	002	BASF SE
SUDAN	NAT	ZA	09.01.1973	73/141		73/0141	09.01.2013	002	BASF AKTIENGESELLSCHAFT

