# OP \$40.00 3566938

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM331003

Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Plastinum Polymer Technologies Corp.		11/08/2013	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Linde AG	
Street Address:	Klosterhofstrasse 1	
City:	80331 Munich	
State/Country:	GERMANY	
Entity Type:	aktiengesellschaft: GERMANY	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3566938	PLASTINUM POLYMER TECHNOLOGIES CORP

### **CORRESPONDENCE DATA**

**Fax Number:** 7035182936

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.

Phone: (703) 739 4900
Email: btaylor@stites.com
Correspondent Name: Brewster Taylor

Address Line 1: 1199 North Fairfax St.

Address Line 2: Suite 900

Address Line 4: Alexandria, VIRGINIA 22314

# **DOMESTIC REPRESENTATIVE**

Name: STITES & HARBISON PLLC

Address Line 1: 1199 North Fairfax St.

Address Line 2: Suite 900

Address Line 4: Alexandria, VIRGINIA 22314

NAME OF SUBMITTER:	Brewster Taylor
SIGNATURE:	/BT/
DATE SIGNED:	02/04/2015

TRADEMARK REEL: 005452 FRAME: 0654

# **Total Attachments: 4**

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> TRADEMARK REEL: 005452 FRAME: 0655

### TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this "Agreement") is made and entered into as of November  $\underline{\mathcal{B}}$ , 2013, by and between Plastinum Polymer Technologies Corp., a Delaware corporation ("Assignor"), and Linde Aktiengesellschaft, a joint stock company under the Laws of Germany ("Assignee").

WHEREAS, Assignor owns the trademark "Plastinum" (U.S. Reg. No. 3566938) and the domain name "www.plastinum.com" (together, the "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's rights (including common law rights), title and interest in, to and under the Trademarks and Assignor desires to assign the Trademarks to the Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and intending to be legally bound, the parties do hereby agree as follows:

- 1. Assignment. Assignor hereby sells, conveys, transfers and assigns to Assignee, free and clear of any and all liens, security interests or other encumbrances of any nature whatsoever, and Assignee hereby accepts and assumes, all of Assignor's right, title and interest in and to the following:
- (a) the Trademarks and all such corresponding goodwill in connection with which said Trademarks;
- (b) all rights of any kind whatsoever of Assignor (including statutory, common law and contractual rights) derived from or accruing under any of the foregoing provided by applicable law of any jurisdiction;
- (c) any and all royalties, fees, income, payments and other proceeds due or payable with respect to any and all of the foregoing from and after the date hereof; and
- (d) any and all claims or causes of action (either in law or in equity), with respect to any of the foregoing, for damages and injunctive relief for any infringement, dilution, misappropriation, violation, misuse, breach or default from and after the date hereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. **Purchase Price**. As consideration for the Trademarks, Assignee shall pay to Assignor, contemporaneously with the execution hereof, Ten Thousand United States Dollars (US\$10,000) in cash in immediately available funds, in accordance with the payment instructions delivered to Assignee by Assignor.
- 3. Recordation. Assignor hereby requests and authorizes the United States Patent and Trademark Office and any other applicable national, federal and state government officials to record and register Assignee as the owner of the Trademarks, and to issue all registrations for

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said Trademarks to be in the name of Assignee, as assignee thereof, for the sole use of Assignee in accordance with the terms of this Agreement.

- 4. Use of Name. Assignor hereby acknowledges and agrees that Assignee hereafter has all of Assignor's rights to the use of the name "Plastinum" and any other service marks, trade names, identifying symbols, logos, emblems, signs or insignia related thereto or containing or comprising the foregoing, including Assignor's trading symbol (collectively, the "Business Marks"). Following the date hereof, Assignor shall not use such Business Marks in violation of the rights of Assignee. Assignor shall, on or prior to May 31, 2014, change its trading symbol and its corporate name to a symbol and name having no resemblance to any of the Business Marks.
- 5. Cooperation and Further Assurances. Assignor hereby covenants and agrees to reasonably cooperate and assist Assignee, at Assignee's sole cost and expense, in preserving Assignee's interest in the Trademarks in any jurisdiction throughout the world, including by executing any documentation reasonably necessary to obtain, maintain, protect, confirm or enforce any rights associated therewith or record any interest granted to Assignee under this Agreement in any jurisdiction, so that Assignee may enjoy to the fullest extent the rights, title and interest herein conveyed.

### 6. Miscellaneous.

- (a) Any and all costs and expenses relating to Assignor's changing of its corporate name and trading symbol shall be borne solely by Assignor. Any and all costs and expenses relating to the assignment of the Trademarks to Assignee (including costs of recordation) shall be borne solely by Assignee. Except as otherwise set forth in this Agreement, each of Assignor and Assignee shall bear its own costs and expenses relating to this Agreement and the transactions contemplated herein.
- (b) This Agreement shall be governed by, and construed in accordance with the laws of the State of New York, regardless of the applicable principles of conflicts of law thereof.
- (c) This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.
- (d) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- (e) In any dispute arising under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred by the prevailing party.

(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are manually signed and delivered by facsimile or pdf transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

ASSIGNOR:

PLASTINUM POLYMER TECHNOLOGIES CORE

Name:

Title:

ASSIGNEE:

LINDE AKTIENGESELLSCHAFT

By: Komponny
Name: Rainer Kasseckert A. Reggel
Title: (General Counsel IP) (Senior
Counsel IP)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**TRADEMARK REEL: 005452 FRAME: 0659** 

RECORDED: 02/04/2015