

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336251

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 Corporation		03/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Industrie De Nora SpA		
Street Address:	Via Bistolfi 35		
City:	Milano		
State/Country:	ITALY		
Postal Code:	20134		
Entity Type:	JOINT STOCK COMPANY: ITALY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2335073	E-TEK	
CORRESPONDENCE DATA			
Fax Number:	2126618002		
<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:	212 661 8000		
Email:	info@lmiplaw.com		
Correspondent Name:	Michael N. Mercanti		
Address Line 1:	30 Broad Street		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	267-186-TM		
DOMESTIC REPRESENTATIVE			
Name:	Michael N. Mercanti		
Address Line 1:	30 Broad Street		
Address Line 2:	21st Floor		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Michael N. Mercanti		
SIGNATURE:	/MNM/		

OP \$40.00 2335073

DATE SIGNED:	03/26/2015
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Total Attachments: 6

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Trademark Transfer Agreement

(hereinafter referred to as "AGREEMENT")

between

BASF Corporation

100 Park Avenue, Florham Park, NJ 07932, USA
(hereinafter referred to as "BASF")

and

Industrie De Nora SpA

Via Bistolfi 35, 20134 Milano, Italy
(hereinafter referred to as "DeNora"),

having an effective date as of the date of the last signature below (the "Effective Date").

WHEREAS, BASF is the owner of the trademark E-TEK in the USA in class 40 as stated in Annex 1 to this Agreement (hereinafter called "Mark"); and

WHEREAS, BASF intends to transfer the Mark to DeNora and DeNora is desirous of acquiring and using the Mark;

Now, therefore, BASF and DeNora agree as follows:

- 1.) BASF hereby assigns and transfers, with full title guarantee as per clause 2, free and clear of any Lien, all rights, title and interest in and to the Mark and related goodwill and all rights deriving therefrom to DeNora.

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- 2.) BASF represents and warrants that, as of the Effective Date:
- a. BASF is the sole owner of the Mark, which is assigned to De Nora free and clear of any lien, pledge, charge, security interest and/or any other third party rights, including without limitation option rights, pre-emption rights, rights of first refusal or veto rights, or other restriction or limitation of any kind whatsoever ("Lien");
 - b. BASF has full power, authority and legal competence to execute the Agreement;
 - c. BASF has not transferred, and will not transfer, the ownership of, or any right in relation to, the Mark to any person other than DeNora;
 - d. BASF has not granted any person any licence, sub-licence, permission or similar right with respect to the Mark to any person other than DeNora;
 - e. to the best knowledge of BASF, no legal procedure has been initiated or threatened in relation to the Mark;
 - f. to the best knowledge of BASF, exploitation of the Mark will not infringe the rights of any third party
 - g. all maintenance fees and/or other payments due in respect of the Mark prior to the Effective Date have been paid and as of the Effective Date, the Mark is not subject to any royalties, licence fees or other payment obligations other than stated in the AGREEMENT.
 - h. all filings, recordation and registration of the change in ownership for purposes of correcting and accurately recording name changes, title and ownership of the Mark by BASF with the respective Patent and Trademark Offices (the "Recording") have been positively completed by BASF and all cost and expense associated therewith have been borne by BASF.

Except as provided in this paragraph 2, BASF expressly disclaims all other warranties in connection with the Mark.

- 3.) As from the Effective Date, DeNora shall be solely responsible for the pursuance and maintenance of the Mark, including any and all payments of maintenance fees or official fees which become due after the Effective Date with the exception of any costs, fees or liability arising anyhow from the Recording.
- 4.) DeNora assumes all rights, title and exclusive ownership and obligations in connection with the Mark upon the Effective Date. Such rights shall include, but are not limited to,

initiating a claim of infringement against a third party, even in the event that such infringing acts took place prior to the Effective Date. Notwithstanding, DeNora shall not, and hereby waives any right to, file any claim of trademark infringement or misuse against BASF or any of its affiliates unless, as of the Effective Date, BASF and/or any of its affiliates were aware or should have been aware of such infringement.

- 5.) Within ten (10) days of the Effective Date, DeNora shall pay to BASF a lump sum of one hundred thousand dollars (US\$ 100,000.00) as consideration for the assignment of the Mark. In the event DeNora fails to provide payment to BASF in accordance with this paragraph 5, all rights to the Mark shall revert back to BASF and this AGREEMENT shall become null and void. Subject to the payment of the consideration, BASF hereby waives toward DeNora, its successors and assignees any present or future rights it may have in relation to the Mark.

The payment shall be made to:

BASF Corporation

Bank: JPMorgan Chase

Account name: BASF Corp.

Account #: 400-339412

ABA #: 021000021


Reference: Trademark E-EOTEK

- 6.) DeNora shall bear all costs which arise from the transfer of the Mark after the Effective Date, including the costs for the recordation of this assignment with the respective Patent and Trademark Offices. BASF shall support – to the extent necessary – the registration of the change of ownership with documents and signatures.
- 7.) BASF recognizes that a breach of this Agreement would cause irreparable harm to DeNora, and BASF therefore agrees that, in the event it breaches any provision of this Agreement, and is not willing to stop breaching this Agreement or to remedy the breach without undue delay, especially concerning the completion of the Recording, DeNora shall be entitled to obtain legal relief, and to recover from BASF its attorneys' fees and costs incurred in connection with enforcing the terms of this Agreement

8.) The AGREEMENT shall be interpreted and construed in accordance with the substantive laws of the State of New Jersey, USA. The Parties consent to personal jurisdiction and the exclusive venue of the courts in New Jersey.

BASF Corporation

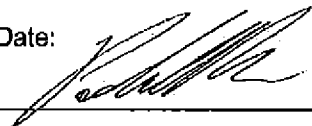
Date:



Sean McKeon

Industrie De Nora SpA

Date:



PAOLO DELL'ACQUA - CEO

MARCH 20, 2015

APPROVED

By E.Pietrowski, BASF Legal Dept. at 9:18 am, Mar 20, 2015

Annex: 1

- E-TEK
- Country: U.S.A
- Serial Number: 75602479
- Class: 040 Custom manufacture of catalysts and gas diffusion electrodes for laboratory and industrial use.

