

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. I. du Pont de Nemours and Company		01/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Chemours Company TT, LLC		
Street Address:	116 Pine Street		
Internal Address:	3rd Floor, Suite 320		
City:	Harrisburg		
State/Country:	PENNSYLVANIA		
Postal Code:	17101		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78898784	ALZIPURE	
Serial Number:	72375762	BIASILL	
Serial Number:	74204762	"KYASILL"	
Serial Number:	86125363	OPTIMETRIX	
Serial Number:	74706526	RPS VANTAGE	
Serial Number:	72400713	STARBLAST	
Serial Number:	73085535	TI-PURE	
Serial Number:	78492799	TI-SELECT	
Serial Number:	72455454	ZIRCORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	302-773-1007		
Email:	deborah.a.hampton@chemours.com		
Correspondent Name:	The Chemours Company, LLC		
Address Line 1:	1007 Market Street, Rm. 7072		
Address Line 2:	The Chemours Trademark Legal Department		

CH \$240.00 78898784

Address Line 4:	Wilmington, DELAWARE 19898
ATTORNEY DOCKET NUMBER:	GL9262/CCWH01600057 TT AS
NAME OF SUBMITTER:	Deborah A. Hampton
SIGNATURE:	/deborahahampton/
DATE SIGNED:	04/07/2015

Total Attachments: 11

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**FORM OF
TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of January 1, 2015 (the "Effective Date"), is by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("Assignor") and The Chemours Company TT, LLC, a Pennsylvania limited liability company with address at 116 Pine Street, 3rd Floor, Suite 320, Harrisburg, PA ("Assignee"), (each a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in Appendix 1 hereto.

WHEREAS, the Parties and certain of their Affiliates will enter into that certain Separation Agreement, to be dated as of [●], 2015 (the "Separation Agreement"); and

WHEREAS, in contemplation of the Separation Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title, and interest in and to the Trademark applications and registrations set forth on Schedule A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, provisions and covenants contained in this Assignment, the Parties hereby agree as follows:

1. Conveyance. Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, together with the goodwill symbolized by any of the foregoing and all rights and remedies against past, present, and future infringement or other violation thereof. Without limiting the foregoing, with respect to any Assigned Trademark that is registered to or otherwise in the name of an Affiliate of Assignor, including as indicated on Schedule A hereto, Assignor shall cause such Affiliate to effect the assignment of such Assigned Trademark to Assignee in accordance herewith and subject to the terms and conditions hereof, it being understood and agreed that Assignee shall have the right to use such Assigned Trademark as if assigned to it by Assignor hereunder as of the Effective Date.

2. Recordation. The Parties agree to reasonably cooperate with each other with respect to preparing instruments to record Assignee as the owner of the Assigned Trademarks in the United States Patent and Trademark Office and any other applicable foreign Governmental Entity or registrar, in each case in form and substance in accordance with the applicable Laws of the jurisdiction to which such instrument pertains, and Assignee shall have the right to record such instrument with the applicable Governmental Entity or registrar, in each case at Assignee's sole cost and expense. Notwithstanding anything to the contrary in any such instrument, to the extent of any conflict or inconsistency between this Assignment and such instrument, this Assignment shall control. For clarity and without limiting the foregoing, any such instrument may or may not refer to this Assignment, the Separation Agreement or any other Ancillary

Agreement or include disclaimers, limitations or exceptions with respect to the Assigned Trademarks or the assignments thereof and may be dated as of, before or after the Effective Date.

3. Disclaimer of Representations and Warranties. ASSIGNEE (ON BEHALF OF ITSELF AND EACH OF CHEMOURS AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED TRADEMARKS, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HERewith OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NONINFRINGEMENT OR ABSENCE OF OTHER VIOLATION, DILUTION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED TRADEMARKS, AND ALL OF THE ASSIGNED TRADEMARKS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" BASIS, INCLUDING THAT ANY OF THE ASSIGNED TRADEMARKS MAY BE INVALID, UNENFORCEABLE OR NOT IN USE, SUBJECT TO PAYMENT OF MAINTENANCE OR RENEWAL FEES OR OTHER AMOUNTS, SUBJECT OR SUSCEPTIBLE TO CHALLENGES OR OTHERWISE IMPAIRED. IN ADDITION, ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNED TRADEMARKS MAY HAVE BEEN ABANDONED OR CANCELLED OR OTHERWISE NOT HAVE BEEN MAINTAINED.

4. No Conflict. Nothing contained in this Assignment is intended to, shall or shall be deemed to modify, alter, amend, expand upon or otherwise change any of the rights, remedies or obligations of DuPont and Chemours under the Separation Agreement or any other Ancillary Agreement.

5. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

6. Counterparts. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

7. Title and Headings. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

8. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law) as to all matters, including matters of validity, construction, effect, performance and remedies.

9. Dispute Resolution. The provisions of Appendix II hereto shall govern any Disputes in accordance with the terms thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR:

E. I. du Pont de Nemours and Company

By: [Signature]
Name: Chen Wang
Title: Corporate Counsel

Acknowledged and Accepted:

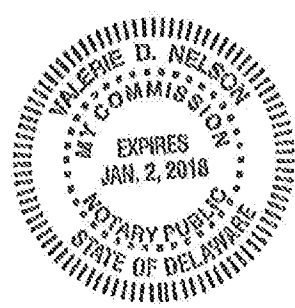
ASSIGNEE:

The Chemours Company TT, LLC

By: [Signature]
Name: Nigel Ford
Title: Vice President

THE [STATE/COMMONWEALTH/COUNTRY] OF Delaware
County of New Castle

This instrument was executed before me on this 23rd day of December, 2016 by Chen Wang the CORP. COUNSEL (title) of E. I. du Pont de Nemours and Company, a Delaware corporation, on behalf of said corporation.



Valerie D. Nelson
Notary Public in and for
The [State/Commonwealth] of Delaware
Valerie D. Nelson
Printed or Typed Name of Notary

My commission expires 1/2/2018

Signature Page to Assignment and Assumption Agreement from E. I. du Pont de Nemours and Company to The Chemours Company TT, LLC

APPENDIX I TO TRADEMARK ASSIGNMENT

CERTAIN DEFINITIONS

(1) "Action" shall mean any demand, action, claim, suit, countersuit, arbitration, inquiry, subpoena, case, litigation, proceeding or investigation (whether civil, criminal, administrative or investigative) by or before any court or grand jury, any Governmental Entity or any arbitration or mediation tribunal.

(2) "Affiliate" shall mean, when used with respect to a specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or other interests, by Contract or otherwise. It is expressly agreed that Chemours and its Subsidiaries shall not be deemed Affiliates of DuPont or any of its Affiliates.

(3) "Ancillary Agreements" shall mean any agreements to be entered into by and between DuPont or any of its Affiliates, on one hand, and Chemours or any of its Affiliates, on the other hand.

(4) "Assets" shall mean all rights (including Intellectual Property), title and ownership interests in and to all properties, claims, Contracts, businesses, or assets (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), of every kind, character and description, whether real, personal or mixed, tangible or intangible, whether accrued, contingent or otherwise, in each case, whether or not recorded or reflected on the books and records or financial statements of any Person. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes (including any Tax items or attributes) shall not be treated as Assets.

(5) "Chemours" shall mean The Chemours Company, LLC.

(6) "Contract" shall mean any agreement, contract, subcontract, obligation, binding understanding, note, indenture, instrument, option, lease, promise, arrangement, release, warranty, license, sublicense, insurance policy, benefit plan, purchase order or legally binding commitment or undertaking of any nature (whether written or oral and whether express or implied).

(7) "Credit Support Instruments" shall mean any letters of credit, performance bonds, surety bonds, bankers acceptances, or other similar arrangements.

(8) "DuPont" shall mean E. I. du Pont de Nemours and Company.

(9) "Governmental Entity" shall mean any nation or government, any state, municipality or other political subdivision thereof and any entity, body, agency, commission, department, board, bureau or court, whether domestic, foreign, multinational, or supranational exercising executive, legislative, judicial, regulatory, self-regulatory or administrative functions of or pertaining to government and any executive official thereof.

(10) "Indebtedness" shall mean, with respect to any Person, (i) the principal value, prepayment and redemption premiums and penalties (if any), unpaid fees and other monetary obligations in respect of any indebtedness for borrowed money, whether short term or long term, including all obligations evidenced by bonds, debentures, notes, other debt securities or similar instruments, (ii) any indebtedness arising under any capital leases (excluding, for the avoidance of doubt, any real estate leases), whether short term or long term, (iii) all liabilities secured by any Security Interest on any assets of such Person, (iv) all liabilities under any interest rate protection agreement, interest rate future agreement, interest rate option agreement, interest rate swap agreement or other similar agreement designed to protect such Person against fluctuations in interest rates, (v) all interest bearing indebtedness for the deferred purchase price of property or services, (vi) all liabilities under any Credit Support Instruments, (vii) all interest, fees and other expenses owed with respect to indebtedness described in the foregoing clauses (i) through (vi), and (viii) without duplication, all guarantees of indebtedness referred to in the foregoing clauses (i) through (vii).

(11) "Intellectual Property" shall mean all U.S. and foreign: (i) trademarks, trade dress, service marks, certification marks, logos, slogans, design rights, names, corporate names, trade names, Internet domain names, social media accounts and addresses and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (collectively, "Trademarks"); (ii) patents and patent applications, and any and all related national or international counterparts thereto, including any divisionals, continuations, continuations-in-part, reissues, reexaminations, substitutions and extensions thereof (collectively, "Patents"); (iii) copyrights and copyrightable subject matter (collectively, "Copyrights"); (iv) trade secrets, and all other confidential or proprietary information, know-how, inventions, processes, formulae, models, and methodologies, excluding Patents (collectively, "Know-How"); (v) all applications and registrations for the foregoing; and (vi) all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof.

(12) "Law" shall mean any applicable U.S. or non-U.S. federal, national, supranational, state, provincial, local or similar statute, law, ordinance, regulation, rule, code, income tax treaty, order, requirement or rule of law (including common law) or other binding directives promulgated, issued, entered into or taken by any Governmental Entity.

(13) "Liabilities" shall mean any and all Indebtedness, liabilities, costs, expenses, interest and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown, reserved or unreserved, or determined or determinable, including those arising under any Law, Action, whether asserted or unasserted, or order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Entity and those arising under any Contract or any fines, damages or equitable

relief which may be imposed and including all costs and expenses related thereto. Except as otherwise specifically set forth herein or in the Tax Matters Agreement, the rights and obligations of the Parties with respect to Taxes shall be governed by the Tax Matters Agreement and, therefore, Taxes shall not be treated as Liabilities.

(14) "Person" shall mean any natural person, firm, individual, corporation, business trust, joint venture, association, bank, land trust, trust company, company, limited liability company, partnership, or other organization or entity, whether incorporated or unincorporated, or any Governmental Entity.

(15) "Security Interest" shall mean any mortgage, security interest, pledge, lien, charge, claim, option, right to acquire, voting or other restriction, right-of-entry, covenant, condition, easement, encroachment, restriction on transfer, or other encumbrance of any nature whatsoever, excluding restrictions on transfer under securities Laws.

(16) "Subsidiary" shall mean with respect to any Person (i) a corporation, fifty percent (50%) or more of the voting or capital stock of which is, as of the time in question, directly or indirectly owned by such Person and (ii) any other Person in which such Person, directly or indirectly, owns fifty percent (50%) or more of the equity or economic interest thereof or has the power to elect or direct the election of fifty percent (50%) or more of the members of the governing body of such entity. It is expressly agreed that Chemours and its Subsidiaries shall not be deemed Subsidiaries of DuPont or any of its Affiliates.

(17) "Tax" or "Taxes" means any income, gross income, gross receipts, profits, capital stock, franchise, withholding, payroll, social security, workers compensation, unemployment, disability, property, ad valorem, value added, stamp, excise, severance, occupation, service, sales, use, license, lease, transfer, import, export, escheat, alternative minimum, estimated or other tax (including any fee, assessment, or other charge in the nature of or in lieu of any tax), imposed by any governmental entity or political subdivision thereof, and any interest, penalty, additions to tax, or additional amounts in respect of the foregoing.

(18) "Tax Matters Agreement" shall mean the Tax Matters Agreement by and between DuPont and Chemours.

APPENDIX II TO TRADEMARK ASSIGNMENT

DISPUTE RESOLUTION

1. Negotiation. In the event of a controversy, dispute or Action arising out of, in connection with, or in relation to the interpretation, performance, nonperformance, validity or breach of this Assignment or otherwise arising out of, or in any way related to, this Assignment or the transactions contemplated hereby, including any Action based on contract, tort, statute or constitution (collectively, "Disputes"), the general counsels of the Parties (or such other individuals designated by the respective general counsels) and/or the executive officers designated by the Parties, shall negotiate for a reasonable period of time to settle such Dispute; provided that such reasonable period shall not, unless otherwise agreed by the Parties in writing, exceed ninety (90) days (the "Negotiation Period") from the time of receipt by a Party of written notice of such Dispute ("Dispute Notice"); provided, further, that in the event of any arbitration in accordance with Section 2 of this Appendix II, the Parties shall not assert the defenses of statute of limitations and laches arising during the period beginning after the date of receipt of the Dispute Notice, and any contractual time period or deadline under this Assignment to which such Dispute relates occurring after the Dispute Notice is received shall not be deemed to have passed until such Dispute has been resolved.

2. Arbitration. If the Dispute has not been resolved for any reason after the Negotiation Period, such Dispute shall be submitted to final and binding arbitration administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (the "Rules"), except as modified herein.
 - (a) The arbitration shall be conducted by a three-member arbitral tribunal (the "Arbitral Tribunal"). The claimant shall nominate one arbitrator in accordance with the Rules, and the respondent shall nominate one arbitrator in accordance with the Rules within twenty-one days (21) after the appointment of the first arbitrator. The third arbitrator, who shall serve as chair of the Arbitral Tribunal, shall be jointly nominated by the two party-nominated arbitrators within twenty-one (21) days of the confirmation of the appointment of the second arbitrator. If any arbitrator is not appointed within the time limit provided herein, such arbitrator shall be appointed by the AAA in accordance with the listing, striking and ranking procedure in the Rules. The arbitrators shall be attorneys with experience in intellectual property disputes.

 - (b) The arbitration shall be held, and the award shall be rendered, in New York, New York, in the English language.

 - (c) For the avoidance of doubt, by submitting their dispute to arbitration under the Rules, the Parties expressly agree that all issues of arbitrability, including all issues concerning the propriety and timeliness of the commencement of the arbitration (including any defense based on a statute of limitation, if applicable), the jurisdiction of

the Arbitral Tribunal, and the procedural conditions for arbitration, shall be finally and solely determined by the Arbitral Tribunal.

(d) Without derogating from Section 2(e) of this Appendix II, the Arbitral Tribunal shall have the full authority to grant any pre-arbitral injunction, pre-arbitral attachment, interim or conservatory measure or other order in aid of arbitration proceedings ("Interim Relief"). The parties shall exclusively submit any application for Interim Relief to only: (A) the Arbitral Tribunal; or (B) prior to the constitution of the Arbitral Tribunal, an Emergency Arbitrator appointed in the manner provided for in the Rules. Any Interim Relief so issued shall, to the extent permitted by applicable Law, be deemed a final arbitration award for purposes of enforceability, and, moreover, shall also be deemed a term and condition of this Assignment subject to specific performance in Section 3 of this Appendix II. The foregoing procedures shall constitute the exclusive means of seeking Interim Relief, provided, however, that (i) the Arbitral Tribunal shall have the power to continue, review, vacate or modify any Interim Relief granted by an Emergency Arbitrator; (ii) in the event an Emergency Arbitrator or the Arbitral Tribunal issues an order granting, denying or otherwise addressing Interim Relief (a "Decision on Interim Relief"), any Party may apply to enforce or require specific performance of such Decision on Interim Relief in any court of competent jurisdiction; and (iii) either Party shall retain the right to apply for freezing orders to prevent the improper dissipation of transfer of assets to a court of competent jurisdiction.

(e) The Arbitral Tribunal shall have the power to grant any remedy or relief that it deems just and equitable and that is in accordance with the terms of this Assignment, including specific performance and temporary or final injunctive relief, provided, however, that the Arbitral Tribunal shall have no authority or power to limit, expand, alter, amend, modify, revoke or suspend any condition or provision of this Assignment, nor any right or power to award punitive, exemplary or treble damages.

(f) The Arbitral Tribunal shall have the power to allocate the costs and fees of the arbitration, including reasonable attorneys' fees and costs as well as those costs and fees addressed in the Rules, between the parties in the manner it deems fit.

(g) Arbitration under this Appendix II shall be the sole and exclusive remedy for any Dispute, and any award rendered thereby shall be final and binding upon the parties as from the date rendered. Judgment on the award rendered by the Arbitral Tribunal may be entered in any court having jurisdiction thereof, including any court having jurisdiction over the relevant Party or its Assets.

3. Specific Performance. In the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Assignment, the Parties agree that the Party or Parties to this Assignment who are or are to be thereby aggrieved shall, subject and pursuant to the terms of this Appendix II (including for the avoidance of doubt, after compliance with all notice and negotiation provisions herein), have the right to specific performance and injunctive or other equitable relief of its or their rights under this

Assignment, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The Parties agree that the remedies at law for any breach or threatened breach of this Assignment, including monetary damages, are inadequate compensation, that no adequate remedy at law would exist and damages would be difficult to determine, that any defense in any action for specific performance that a remedy at law would be adequate is hereby waived, and that any requirements for the securing or posting of any bond with such remedy are hereby waived.

4. Treatment of Arbitration. The Parties agree that any arbitration hereunder shall be kept confidential, and that the existence of the proceeding and all of its elements (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions, and any awards) shall be deemed confidential, and shall not be disclosed beyond the Arbitral Tribunal, the Parties, their counsel, and any Person necessary to the conduct of the proceeding, except as and to the extent required by law and to defend or pursue any legal right. In the event any Party makes application to any court in connection with this Section 4 of this Appendix II (including any proceedings to enforce a final award or any Interim Relief), that party shall take all steps reasonably within its power to cause such application, and any exhibits (including copies of any award or decisions of the Arbitral Tribunal or Emergency Arbitrator) to be filed under seal, shall oppose any challenge by any third party to such sealing, and shall give the other Party immediate notice of such challenge.
5. Continuity of Service and Performance. Unless otherwise agreed in writing, the Parties shall continue to honor all commitments under this Assignment during the course of dispute resolution pursuant to the provisions of this Appendix II with respect to all matters not subject to such dispute resolution.
6. Consolidation. The arbitrator may consolidate an arbitration under this Assignment with any arbitration arising under or relating to the Ancillary Agreements or any other agreement between the parties entered into pursuant hereto, as the case may be, if the subject of the Disputes thereunder arises out of or relates essentially to the same set of facts or transactions. Such consolidated arbitration shall be determined by the arbitrator appointed for the arbitration proceeding that was commenced first in time.

Schedule A

Trademark	Application No.	Application Date	Registration No.	Registration Date	Class
ALZIPURE	78/898784	02 Jun 2006	3442823	03 Jun 2008	01
BIASILL	72/375762	12 Nov 1970	916541	20 Jul 1971	19
KYASILL	74/204762	19 Sep 1991	1844990	12 Jul 1994	01
OPTIMETRIX	86125363	21 Nov 2013			42
RPS VANTAGE	74/706526	21 Jul 1995	2001079	17 Sep 1996	01
STARBLAST	72/400713	20 Aug 1971	945508	24 Oct 1972	19
TI-PURE	73/085535	29 Apr 1976	1052717	16 Nov 1976	02
TI-SELECT	78/492799	01 Oct 2004	3020551	29 Nov 2005	02
ZIRCORE	72/455454	24 Apr 1973	983081	07 May 1974	01