

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reichhold, Inc.		04/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Reichhold LLC 2		
Street Address:	1035 Swabia Court		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1029070	REICHHOLD	
Serial Number:	86179728	ADVALITE	
Serial Number:	71507848	AMBERLAC	
Serial Number:	71605181	AROFLINT	
Serial Number:	72076457	AROLON	
Serial Number:	72436276	AROPLAZ	
Serial Number:	77904164	AROPLAZ AQ	
Serial Number:	77828408	ATLAC	
Serial Number:	73204080	ATPRIME	
Serial Number:	73196973	BECKOSOL	
Serial Number:	73196972	BECKOSOL	
Serial Number:	77282993	BECKOSOL AQ	
Serial Number:	75235040	BIVIRTEX	
Serial Number:	77718601	CORROLITE	
Serial Number:	71700573	DION	
Serial Number:	77936175	ENVIROLITE	
Serial Number:	73227146	EPOTUF	
Serial Number:	72028640	EPOTUF	
Serial Number:	77787903	EVERYWHERE PERFORMANCE MATTERS	

CH \$815.00 1029070

Property Type	Number	Word Mark
Serial Number:	74261872	FINE-CLAD
Serial Number:	74708467	FINE-TONE
Serial Number:	73649052	HYDREX
Serial Number:	72215291	KELSOL
Serial Number:	78224676	NORPOL
Serial Number:	73223587	POLYLITE
Serial Number:	71642048	POLYLITE
Serial Number:	72344194	REICHHOLD
Serial Number:	73007452	REICHHOLD
Serial Number:	75214191	REICHHOLD
Serial Number:	72028639	SYNTHEMUL
Serial Number:	78396230	UROTUF
Registration Number:	3263136	RESAFEN

CORRESPONDENCE DATA

Fax Number:

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.

Email: vmann@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Virginia F. Mann

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 20882-002

NAME OF SUBMITTER: Virginia F. Mann

SIGNATURE: /VIRGINIA F. MANN/

DATE SIGNED: 04/10/2015

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this “**Assignment**”) is made this 1 day of April, 2015, by and between Reichhold, Inc., a Delaware corporation (“**Assignor**”), and Reichhold LLC 2, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor and Reichhold, LLC (f/k/a/ Reichhold Acquisitions Holdings, LLC), a Delaware limited liability company (“**Reichhold LLC**”), have entered into that certain Second Amended and Restated Asset Purchase Agreement, dated as of January 12, 2015, by and among Reichhold, Inc., a Delaware corporation, Reichhold Holdings US, Inc., a Delaware corporation, Canadyne Corporation, a Delaware corporation, Canadyne-Georgia Corporation, a Georgia corporation, Reichhold LLC, and, for the limited purposes stated therein, Kestrel I Acquisition Corp. (as amended from time to time, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee as a Designated Purchaser all of Assignor’s right, title and interest in and to the trademark registrations and trademark applications listed on Schedule A hereto (the “**Assigned Trademarks**”); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee as a Designated Purchaser all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademarks, and all goodwill associated with any of Assigned Trademarks. The foregoing assignment of the Assigned Trademarks includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
2. Acknowledgment. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title and interest in and to the Assigned Trademarks.
3. Purchase Agreement. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks. Nothing contained in this Assignment shall release either of

the Assignors or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities, covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

4. Further Assurances. Assignor shall take such further actions as may be reasonably necessary or desirable to carry out the provisions of this Assignment. Subject to the foregoing sentence, from time to time after the date hereof, Assignor shall (a) execute all documents and other instruments reasonably necessary to fully vest and perfect in Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks and (b) provide documents and information useful or necessary for Assignee to prosecute or maintain any issuance, registration or application for issuance or registration of the Assigned Trademarks, or to pursue or defend any administrative, court, or other legal proceeding involving any of the Assigned Trademarks.
5. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, corporation or other entity other than the parties hereto and their respective successors and assigns (including, without limitation, any Affiliates of the Assignee to which the Assigned Trademarks are transferred after the effectiveness of this Assignment) any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns.
6. Binding Effect; Assignment. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
7. Governing Law. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of law thereof), except to the extent that the laws of such state are superseded by Title 11 of the United States Code, 11 U.S.C. §§101, et seq. or other applicable federal law.
8. WAIVER OF JURY TRIAL. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

10. Terms. Unless otherwise defined herein, terms used in this Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

Reichhold, Inc.

By: Ray L. Wilkins
Name:
Title:

Reichhold LLC 2

By: [Signature]
Name:
Title:

ASSIGNED TRADEMARKS

	TRADEMARKS Case Name	Country Code	Proprietor	App No	Pub/Reg No	Status	Filing Date	Renewal Date
1)	ADVALITE	US	Reichhold, Inc.	86/179728		ACCEPTED	01/30/2014	
2)	AMBERLAC	US	Reichhold, Inc	71/507848	502992	REGISTERED	07/29/1947	10/19/2018
3)	AROFLINT	US	Reichhold, Inc	71/605181	565537	REGISTERED	10/19/1950	10/21/2022
4)	AROLON	US	Reichhold, Inc	72/076457	691544	REGISTERED	06/25/1959	01/19/2020
5)	AROPLAZ	US	Reichhold, Inc.	72/436276	966320	REGISTERED	09/21/1972	08/21/2023
6)	AROPLAZ AQ	US	Reichhold, Inc.	77/904164	4013149	REGD-DEC USE	01/04/2010	08/16/2016
7)	ATLAC	US	Reichhold, Inc.	77/828408	3809747	REGD-DEC USE	09/17/2009	06/29/2015
8)	ATPRIME	US	Reichhold, Inc.	73/204080	1174670	REGISTERED	02/16/1979	10/27/2021
9)	BECKOSOL	US	Reichhold Chemicals, Inc.	73/196973	1131548	REGISTERED	12/15/1978	03/11/2020
10)	BECKOSOL	US	Reichhold, Inc.	73/196972	1132015	REGISTERED	12/15/1978	04/01/2020
11)	BECKOSOL AQ	US	Reichhold, Inc.	77/282993	3522059	REGISTERED	09/19/2007	10/21/2018
12)	BIVIRTEX	US	Reichhold, Inc.	75/235040	2198997	REGISTERED	12/05/1996	10/20/2018
13)	CORROLITE	US	Reichhold, Inc.	77/1718601	3782578	ALLOW TO LAPSE	04/21/2009	04/27/2015
14)	DION	US	Reichhold, Inc.	71/700573	635391	REGISTERED	12/27/1955	10/09/2016

	<u>TRADEMARKS</u> Case Name	<u>Country Code</u>	<u>Proprietor</u>	<u>App.No</u>	<u>Publ/Reg No</u>	<u>Status</u>	<u>Filing Date</u>	<u>Renewal Date</u>
15)	ENVIROLITE	US	Reichhold, Inc.	77/936175	3887952	REGD-DEC USE	02/16/2010	12/07/2015
16)	EPOTUF	US	Reichhold, Inc.	73/227146	1152053	REGISTERED	08/13/1979	04/28/2021
17)	EPOTUF	US	Reichhold, Inc.	72/028640	655966	REGISTERED	04/22/1957	12/24/2017
18)	EVERYWHERE PERFORMANCE MATTERS	US	Reichhold, Inc.	77/787903	3809566	REGD-DEC USE	07/23/2009	06/29/2015
19)	FINE-CLAD	US	Reichhold, Inc.	74/261872	1783167	REGISTERED	04/02/1992	07/20/2023
20)	FINE-TONE	US	Reichhold, Inc.	74/708467	2046598	REGISTERED	07/18/1995	03/18/2017
21)	HYDREX	US	Reichhold, Inc.	73/649052	1477248	REGISTERED	03/12/1987	02/23/2018
22)	KELSOL	US	Reichhold, Inc.	72/215291	812008	REGISTERED	03/29/1965	08/02/2016
23)	NORPOL	US	Reichhold, Inc.	78/224676	2949941	REGISTERED	03/12/2003	05/10/2015
24)	POLYLITE	US	Reichhold, Inc.	73/223587	1186263	REGISTERED	07/16/1979	01/19/2022
25)	POLYLITE	US	Reichhold, Inc.	71/642048	581098	REGISTERED	02/10/1953	10/13/2023
26)	REICHHOLD	US	Reichhold, Inc.	72/344194	971113	REGISTERED	11/21/1969	10/23/2023
27)	REICHHOLD	US	Reichhold, Chemicals, Inc.	73/007452	997201	REGISTERED	11/28/1973	11/05/2014
28)	REICHHOLD	US	Reichhold, Inc.	73/05268	1029070	REGISTERED	05/20/1975	01/06/2016
29)	REICHHOLD	US	Reichhold, Inc.	75/214191	2156380	REGISTERED	12/12/1996	05/12/2018
30)	RESAFEN	US	Reichhold, Inc.	78/807528	326136	REGISTERED	02/06/2006	07/10/2017

	<u>TRADEMARKS</u> Case Name	<u>Country Code</u>	<u>Proprietor</u>	<u>App.No</u>	<u>Publ/Reg No</u>	<u>Status</u>	<u>Filing Date</u>	<u>Renewal Date</u>
31)	SYNTHEMUL	US	Reichhold, Inc.	72/028639	655965	REGISTERED	04/22/1957	12/24/2017
32)	UROTUF	US	Reichhold, Inc.	78/396230	3279304	REGISTERED	04/05/2004	08/14/2017