

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343715

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Manocher Shaarpour		06/04/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	OMNOVA Solutions Inc.		
Street Address:	25435 Harvard Rd.		
City:	Beachwood		
State/Country:	OHIO		
Postal Code:	44122-6201		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86306161	WHOLE IN ONE	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	212.326.3939		
Email:	NYTEF@JONESDAY.COM		
Correspondent Name:	H. Albert Liou		
Address Line 1:	222 East 41st Street		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	981819-625001		
NAME OF SUBMITTER:	H. Albert Liou		
SIGNATURE:	/H. Albert Liou/		
DATE SIGNED:	06/05/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is executed and delivered as of June 4, 2015 (the "Effective Date"), by and between Manocher Shaarpour, a resident of Fort Bend County, Texas ("Assignor"), and OMNOVA Solutions Inc., an Ohio corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 4, 2015 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all of Assignor's right, title and interest in, to and under the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, the Purchased Assets include Assignor's ongoing and existing assets and business pertaining to the development, manufacture, marketing, and sale of chemicals used in oil drilling, among other activities;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to certain trademarks, service marks, and pending applications therefor, which are identified and set forth on Schedule A hereto or that otherwise constitute a "Purchased Asset" under the Purchase Agreement (the "Marks");

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks;

WHEREAS, Assignor is assigning the Marks as part of an assignment to Assignee of the entire business or portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060; and

WHEREAS, Assignee is the successor of the ongoing and existing business of Assignor to which the Marks pertain.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee, free and clear of all encumbrances, all right, title and interest of Assignor in and to the Marks, including without limitation (i) all renewals and extensions of the Marks; (ii) all goodwill of the business connected with the use of, and symbolized by, each Mark; (iii) all income, royalties and proceeds at any time due or payable or asserted under and with respect to any of the foregoing; and (iv) all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and

entirely as the same would have been held and enjoyed by Assignor if this sale, conveyance, transfer and assignment had not been made.

2. Further Assurances. Assignor agrees, upon reasonable request and without further compensation, that Assignor and its legal representatives and assigns will do all lawful and commercially reasonable acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.

3. Recordation. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, to the extent applicable, and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and are not intended to confer third-party beneficiary rights upon any other person or entity.

5. Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of such counterparts is confirmed.

6. Choice of Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to such state's conflicts of laws rules. Each of the parties hereto hereby submits to the exclusive jurisdiction of the state and federal courts sitting in Harris County, Texas and irrevocably waives, to the fullest extent permitted by law, any objection to the laying of venue of any such proceeding brought in such courts and any claim that such courts are an inconvenient forum.

7. Purchase Agreement; Conflicts. This Agreement is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of Assignor contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Agreement shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall govern.

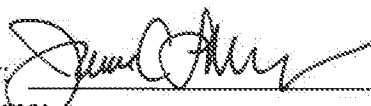
[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Manocher Shaarpour



OMNOVA Solutions Inc.

By: 
Name: _____
Title: _____

SCHEDULE A

Marks

Trademark	Jurisdiction	Status	App. No.	Reg. No.	App. Date	Reg. Date
WHOLE IN ONE	U.S.	Pending	86306161		6/11/2014	