OP \$140.00 2618502

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM353196

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Performance Flbers, Inc.		03/11/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Performance Fibers Holdings Finance, Inc.	
Street Address:	75/102 Ocean Tower 2, 37th Floor	
Internal Address:	Asoke Road, Klongtoey Nuer, Wattana	
City:	Bangkok	
State/Country:	THAILAND	
Postal Code:	10110	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2618502	PENTEC
Registration Number:	4043964	PERFORMANCE FIBERS
Registration Number:	4043965	PERFORMANCE FIBERS
Registration Number:	3578147	PERFORMANCE FIBERS
Registration Number:	3851711	PERFORMANCE FIBERS

CORRESPONDENCE DATA

Fax Number: 4045214286

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: 6784838899

Email: gina.silverio@mqrlaw.com

James W. Kayden Correspondent Name:

3100 Interstate North Circle Address Line 1:

Address Line 2: Suite 150

Address Line 4: Atlanta, GEORGIA 30339

ATTORNEY DOCKET NUMBER:	81642-9010
NAME OF SUBMITTER:	James W. Kayden
SIGNATURE:	/James W. Kayden/
DATE SIGNED:	08/31/2015

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GLOBAL TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS GLOBAL TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

("Agreement") is made as of the Effective Date, by and between Performance Fibers, Inc., a Delaware corporation with an address of 13620 Reese Boulevard, Suite 400, Huntersville, NC 28078 ("Assignor"), and Performance Fibers Holdings Finance, Inc., a Delaware corporation with an address of 75/102 Ocean Tower 2, 37th Floor, Asoke Road, Klongtoey Nuer, Wattana, Bangkok 10110, Thailand ("Assignee"). Assignor and Assignee are referred to in this Agreement individually as a "Party" and collectively as "Parties".

RECITALS

- A. Assignor is the owner of the Assigned Trademarks.
- B. Assignee, Indorama Ventures Holdings LP, a Delaware limited partnership (the "**Purchaser**"), and Aurelius Ventures, Inc., a Delaware corporation and wholly owned subsidiary of the Purchaser, have entered into that certain Agreement and Plan of Merger dated December 5, 2014 (the "**Merger Agreement**").
- C. The Merger Agreement contemplates that Assignor and Assignee will enter into this Agreement.
- D. Assignor wishes to transfer to Assignee, and Assignee wishes to acquire from Assignor, all right, title and interest of Assignor in, to and under the Assigned Trademarks, together with all of Assignor's common law rights and the goodwill associated with the use of and symbolized by such Assigned Trademarks.

AGREEMENT

- **NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:
- 1. **Definitions**. Unless otherwise specifically provided herein, capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed thereto in the Merger Agreement.
- 1.1 "Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.
- 1.2 "Assigned Trademarks" means all Trademarks currently owned by Assignor and used in connection with the business of Assignor and Assignee and its subsidiaries as of the Effective Date of this Agreement, including, but not limited to, the Trademarks covered by applications and registrations owned by Assignor listed on Schedule A, but excluding any Trademarks used exclusively in connection with Assignor's business but not in connection with Assignee's business, including: (a) those covered by the registrations and applications set forth

on **Schedule B**, and (b) all unregistered trademarks used in conjunction with the business that are owned by Assignor, including, without limitation those trademarks shown on **Schedule C**.

- 1.3 "Effective Date" means the date when the last party to sign has executed the Agreement.
- 1.4 "Licensed Product Codes" means codes that are used to identify individual product types of both Assignor and Assignee that are being retained by Assignor and will be available for use by Assignee pursuant to this Agreement. Licensed Product Codes include those set forth on Schedule D(1) of this Agreement.
- 1.5 "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.
- 1.6 "Trademarks" means all trademarks, service marks, trade dress, brand names, certification marks, logos, slogans, rights in designs, industrial designs, corporate names, trade names, business names, geographic indications and other designations of source, origin sponsorship, endorsement or certification, together with the goodwill associated with any and all of the foregoing, in each case whether registered or unregistered, and all applications and registrations thereof.
- 1.7 "**Transition Period**" means 12 (twelve) months immediately after the closing date of the Merger Agreement.
- 2. Conveyance and Acceptance. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including all common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Assigned Trademarks, all rights to bring an action, whether at law or in equity, as of the Effective Date for infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks, and all goodwill associated with and symbolized by the use of the Assigned Trademarks, and Assignee hereby purchases, takes delivery of and acquires such Assigned Trademarks and accepts such sale, transfer, conveyance and assignment. For the avoidance of the doubt, Assignor does not and will not transfer any rights in the Licensed Product Codes to Assignee. Any and all rights that exist in the Licensed Product Codes remain with Assignor, subject to Assignee's non-exclusive right to use such product codes pursuant to this Agreement.
- 3. **Licensed Product Codes**. Assignor hereby grants Assignee and its Affiliates a non-exclusive, perpetual, worldwide, royalty-free license to use the Licensed Product Codes to identify comparable product types and in substantially the same manner they are currently used by Assignor and Assignee in connection with their respective businesses. The term of the license to the Licensed Product Codes shall continue for as long as such product codes are used by Assignee in compliance with this Agreement. For the avoidance of doubt, the following are excluded from the definition of Licensed Product Codes: (a) the product codes set forth on

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Schedule D(2) (these product codes have been used to identify individual product types exclusively by Assignor, and are not available for use by Assignee, and Assignee agrees not to use such product codes); and (b) the product codes set forth on **Schedule D(3)** (these product codes have been used exclusively by Assignee and are not available for use by Assignor, and Assignor agrees not to use such product codes).

4. Transition Period.

Assignor may continue to use the Assigned Trademarks anywhere in the world 4.1 during the Transition Period in connection with its business that exists and as conducted as of the Effective Date; provided that (a) after the Effective Date the Assigned Trademarks shall not be used by Assignor in connection with any new product lines or any new marketing campaigns, (b) within six (6) months from the Effective Date, Assignor will have (i) filed paperwork with the relevant governmental authorities to changes its corporate, business and trade names; (ii) started using the new corporate, business and trade names; (iii) notified its customers, suppliers, and vendors about its new corporate, business and trade names (iv) stopped using the Assigned Trademarks on any stationary, purchase orders or similar public-facing forms, websites, product guides, printed marketing materials, business cards, and emails or on any of its products or product packaging created or manufactured after the six-month period following the Effective Date; and (v) identified a new domain name, email address, and trademark ("New Mark") for redirecting customers interested in being redirected to Assignor after the Effective Date. For the avoidance doubt, Assignor may use up existing inventory of products or product packaging bearing the Assigned Trademarks, and continue to use existing infrastructure, including signage on buildings, and back-office systems until the expiration of the Transition Period. In addition, Assignor will contact the relevant domain name registrar in order to transfer ownership of the www.performancefibers.com and www.performancefibers.com.mx domain names within the later of five (5) days from the Effective Date or the date it receives written confirmation from www.performancefibers.com Assignee that redirect the page for www.performancefibers.com.mx domain names has been created ("Redirect Page") that includes a description reasonably acceptable to Assignee, which acceptance will not be unreasonably witheld or delayed, about the businesses of each of Assignor and Assignee and that provides independent links in different portions of the web page to direct users to each of the parties' websites. After six (6) months from the Effective Date, the Redirect Page will no longer identify Assignor using the "Performance Fibers" mark, but instead will identify Assignor using only the New Mark. Assignee shall maintain the redirect pages at www.performancefibers.com and www.performancefibers.com.mx until the expiration of the Transition Period and during that time shall redirect all emails directed to Assignor's performancefibers.com email addresses to the addresses Assignor designates. Assignor and Assignee shall use commercially reasonable efforts to complete and approve the Redirect Page within five (5) days from the Effective Date. Within five (5) days of the Effective Date, Assignor will contact the domain name registrars in order to transfer to Assignee the remaining "performancefibers" domain names listed on Schedule E. Assignor's new website and new email address shall not contain "Performance Fibers" or any similar terms or any other trademark listed on the Schedules attached hereto, or terms similar thereto, that are being transferred to Assignor. After the expiration of the Transition Period, Assignor shall not use and shall cease any and all activities using, under or including the Assigned Trademarks.

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- 4.2 Effective as of the Closing, the Assignee hereby grants to Assignor the limited right for Assignor and its affiliates and subsidiaries to use the Assigned Marks pursuant to the limitations and as set forth in this Paragraph 4. Assignor agrees that the permitted use of the Assigned Trademarks after the Effective Date will remain in all material respects at a level of quality equal to or greater than the level of quality that exists as of the Effective Date of this Agreement.
- 5. **Recordation**. Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, or otherwise as Assignee may direct.
- 6. **Further Assurances**. Assignor agrees to take such further action and to execute and deliver such additional instruments and documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Agreement including, without limitation, signing all papers and documents, such as confirmatory assignments suitable for recording at trademark offices around the world, taking all lawful oaths, and doing all acts necessary or required to be done for the effective transfer, procurement, maintenance, enforcement and defense of the Assigned Trademarks. Assignee shall be responsible for actual, out-of-pocket expenses incurred in connection with the foregoing.

7. **Representations and Warranties**. Assignor represents and warrants to Assignee that:

- 7.1 Assignor owns all right, title, and interest in and to the Assigned Trademarks, including the right to sue for past, present and future infringements thereof, and owns any and all rights that exist in the Licensed Product Codes, in each case, free and clear of all Liens;
- 7.2 performance of this Agreement with respect to the Licensed Product Codes does not and will not conflict with or result in a breach of any agreement to which Assignor is bound; and
- 7.3 Assignor will not enter into any agreement that would conflict with its obligations under this Agreement relating to the Licensed Product Codes;

8. **Miscellaneous**.

8.1 Governing Law; Submission to Jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and schedules hereto, and all claims and disputes arising hereunder or thereunder or in connection herewith or therewith, whether purporting to be sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. The Parties hereby agree and consent to be subject to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, to the extent such court declines jurisdiction, first to any federal court, or second, to

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any state court, each located in Wilmington, Delaware, and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding. In furtherance of the foregoing, each of the Parties (a) waives the defense of inconvenient forum, (b) agrees not to commence any suit, action or other proceeding arising out of this Agreement or any transactions contemplated hereby other than in any such court, and (c) agrees that a final judgment in any such suit, action or other proceeding shall be conclusive and may be enforced in other jurisdictions by suit or judgment or in any other manner provided by Law. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

- 8.2 <u>Expenses</u>. Except as set forth in Section 6, each party shall be solely responsible for and shall bear its own costs and expenses incident to its obligations under and in respect of this Agreement and the transactions contemplated hereby.
- 8.3 Successors and Assigns. Assignor agrees that the license to the Licensed Product Codes granted herein by Assignor is tied to the Licensed Product Codes and such license shall remain valid, effective and enforceable upon any transfer or assignment of the Licensed Product Codes to any other Person, and in the event Assignor transfers, assigns or sells any of the Licensed Product Codes to any Person (including any of Assignor's Affiliates), it will obligate such Person to agree in writing to abide by all covenants made, rights granted and obligations owed by Assignor under this Agreement as of the date of such transfer, assignment or conveyance and to take such Licensed Product Codes subject to the license granted by Assignor hereunder. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. Any transfer or assignment not in accordance with the provisions herein shall be null and void and of no effect.
- 8.4 <u>Counterparts</u>. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one (1) or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re execute the original form of this Agreement and deliver such form to all other parties hereto. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

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PERFORMANCE FIBERS, INC.

By:
Name: Richard Cutter
Title: Vice President and Secretary

PERFORMANCE FIBERS HOLDINGS
FINANCE, INC.

By:

Name: Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day

and year first above written.

[Signature Page to Global Trademark Assignment Agreement]

COUNTY OF St. Louis)	.88.
President and Secretary of Performance whose name is subscribed to the foregoi	Fibers, In ing Agree ed capaci	, there appeared before me Richard Cutter, Vice ic., personally known to me to be the person ment and acknowledged to me that he executed ty and that by his signature on the Agreement executed the Agreement.
LAKIESHA INGRAM Notary Public - Notary Seal State of Missouri Commissioned for St. Charles County My Commission Expires: May 20, 2017 Commission Number: 13484049	Ä	Kusta brygon Notary Public
STATE OF)	SS.
On thisday of, personal subscribed to the foregoing Agreement a foregoing Agreement in his/her authorize Agreement the entity on behalf of which	nd acknored ed capacit	y and that by his/her signature on the
	-755555555555555	Notary Public

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

PERFORMANCE FIBERS, INC.
By:
Name:
Title:
PERFORMANCE FIBERS HOLDINGS
FINANCE, INC.
By: Ucaul
Name: Vivek Kaul
Title: President

[Signature Page to Global Trademark Assignment Agreement]

STATE OF)))	88.
personally kno, the foregoing Agreement and acknowle	own to me edged to m by his/her	there appeared before me to be the person whose name is subscribed to ne that he/she executed the foregoing Agreement signature on the Agreement the entity on behalf ement.
		Notary Public
STATE OF)	ss.
Kaul, personally known to me to be the Agreement and acknowledged to me th	e person what he/she e signature	there appeared before me Vivek hose name is subscribed to the foregoing executed the foregoing Agreement in his/her on the Agreement the entity on behalf of which
	registered	VARAT PATTAMATAT, Notarial Services Attorney d with the Law Society of Thailand, here Certify Signature of <u>VIVEK KAUL</u>
	Reg. No.	Services Afformey 1183/2548 sion Expires 27 October 2015
{Signature Page to G	lobal Trade	cmark Assignment Agréement(o./ nestionand 1180/2340 Commission Expires / 1250/2340 Date / Ind

SCHEDULES TO BE ATTACHED TO TRADEMARK ASSIGNMENT AGREEMENT

SCHEDULE A

ASSIGNED TRADEMARKS

Trademark	Jurisdiction	Application No. / Registration No.	Record Title Owner Name
DSP	Australia	Registration No.: 707310	Performance Fibers, Inc.
DSP	Benelux	Registration No.: R 490984	Performance Fibers, Inc.
DSP	China	Registration No.: 1330050	Honeywell International Inc. ¹
DSP	France	Registration No.: N 1687409	Performance Fibers, Inc.
DSP	Germany	Registration No.: 30085203	Performance Fibers, Inc.
DSP	Italy	Registration No.: 1463302	Performance Fibers, Inc.
DSP	Japan	Registration No.: 4150688	Performance Fibers, Inc.
DSP	Malaysia	Registration No.: 96008593* (confirmation pending re: registration details)	
DSP	New Zealand	Registration No.: 261748	Performance Fibers, Inc.
DSP	Philippines	Registration No.: 41996109794D	Performance Fibers, Inc.
DSP DSP	South Korea	Registration No.: 4003822480000	Performance Fibers, Inc.
"DSP"	Spain	Registration No.: 1603974 M2	Performance Fibers, Inc.
DSP	Taiwan	Registration No.: 00740830	Performance Fibers, Inc.
DSP			
DSP	Turkey	Registration No.: 126456	Performance Fibers, Inc.

¹ This registration is owned by Performance Fibers, Inc. but we are awaiting confirmation from Chinese counsel that the assignment from Honeywell International, Inc. has been recorded.

Trademark	Jurisdiction	Application No. / Registration No.	Record Title Owner Name
PENTEC	European Community	Registration No.: 1131234	Performance Fibers, Inc.
PENTEC	United States	Registration No.: 2618502	Performance Fibers, Inc.
Performance #**Pibers PERFORMANCE FIBERS Plus Design	Australia	Registration No.: 1035257	Performance Fibers, Inc.
succession Protocc	Brazil	Registration No.: 827024258	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			
Performance *** Fibers	Canada	Registration No.: TMA682299	Performance Fibers, Inc.
PERFORMANCE FIBERS & DESIGN			
Partunt tence ∰ Fi bors	China	Registration No.: 4502769	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			
Performation M° Fibers	China	Registration No.: 4502770	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			
Performance Fibers Plus Design	European Community	Registration No.: 4208757	Performance Fibers, Inc.
Hotempto (*****)	India	Application No.: 1326998	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			

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Trademark	Jurisdiction	Application No. / Registration No.	Record Title Owner Name
PERFORMANCE FIBERS Plus Design	Indonesia	Registration No.: IDM000091699	Performance Fibers, Inc.
Sudamaca Mistors	Malaysia	Registration No.: 05002118	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			
Partamance P. Foats	Malaysia	Registration No. 05002117	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			
	South Korea	Registration No.: 4006493260000	Performance Fibers, Inc.
Methoniano Printens			
PERFORMANCE FIBERS Plus Design			
PURPHEMANCE SHEPS	United States	Registration No.: 4043964	Performance Fibers, Inc.
PERFORMANCE FIBERS			
PERFORMANCE FIBERS Plus Design	United States	Registration No.: 4043965	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design	United States	Registration No.: 3578147	Performance Fibers, Inc.
Sorianness (\$170m)	United States	Registration No.: 3851711	Performance Fibers, Inc.
PERFORMANCE FIBERS Plus Design			

MATERIAL UNREGISTERED TRADEMARKS

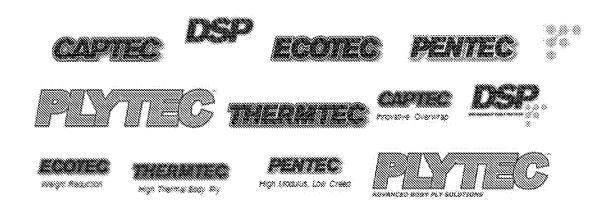
CAPTEC

ECOTEC

PENTEC

PLYTEC

THERMTEC



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SCHEDULE B

EXCLUDED TRADEMARKS

Trademark	Jurisdiction	Application No. / Registration No.	Record Title Owner Name
BELTEC	United States	Registration No.: 2882864	Performance Fibers, Inc.
LOWIK	European Community	Registration No.: 003993177	vista Technologies, S.à.r.l.
LOWIK	United States	Registration No.: 3059642	Performance Fibers, Operations, Inc.
LOWIK			
SEAGARD	European Community	Registration No.: 4001731	Performance Fibers, Inc.
SEAGARD	Malaysia	Registration No.: 04013996	Performance Fibers, Inc.
SEAGARD	Malaysia	Registration No.: 04013997	Performance Fibers, Inc.
SEAGARD	Singapore	Application No.: T0414623C	Performance Fibers, Inc.
SEAGARD	Singapore	Application No.: T0414622E	Performance Fibers, Inc.
SEAGARD	Thailand	Registration No.: 223204	Honeywell International Inc.
SEAGARD			
SEAGARD	Thailand	Registration No.: 220720	Honeywell International Inc.
SEAGARD			
SEAGARD	United States	Registration No.: 2919780	Performance Fibers, Inc.

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SCHEDULE D(1)

LICENSED PRODUCT CODES

712

T712

732

T732

1H75

1X30

1X50

1X53

1X55

1W70

1W72

1W73

1W78

1W80

1Y86

1Y87

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SCHEDULE D(2)

ASSIGNEE PRODUCT CODES

1M80

1W74

1W76

1W83

1W90

1Y82

1Y84

A378

K360

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SCHEDULE D(3)

ASSIGNOR PRODUCT CODES

96 712F0 764 T800 112 712FC 781 806 116 712FR 784 807 161 713 785 811	1X00 1X33 1X90 1Y84
116 712FR 784 807	1X90
161 713 785 811	1Y84
161G 715 785H 870	4G
170 717 785M 951	717H
190 718 786 3910	732F0
198 726 787 8100	734H
200 730 789 8308	734HD
230 732 789S 1G70	X010
283 734 A789 1P70	X011
675 735 T789 1P73	X012
700 736 A360 1W00	X202
702 737 A506 1W63	X212
703 738 A601 1W75	X213
704 739 792 1W78T	X217
707 745 793 1W79	X218
708 746 799 1W79T	X301
710 748 800 1W81	X302

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SCHEDULE E

ASSIGNED DOMAIN NAMES

performancefibers.com performancefibers.com.mx performancefibers.net performancefibers.org performancefibers.us

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RECORDED: 08/31/2015