

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Celgard, LLC		08/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	3M Company		
Street Address:	3M Center, 2501 Hudson Road		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55144		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3386987	MICROMODULE	
Registration Number:	3573170	ULTRAFLUX	
Registration Number:	2612130	MINIMODULE	
Registration Number:	1646734	LIQUI-CEL	
Registration Number:	1698911	LIQUI-CEL	
Registration Number:	2538306	SUPERPHOBIC	
CORRESPONDENCE DATA			
Fax Number:	6517363783		
<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:	651-733-2099		
Email:	trademarks@mmm.com		
Correspondent Name:	Michael L. Gannon		
Address Line 1:	3M Center, 2501 Hudson Road		
Address Line 2:	Bldg. 220-9E-01		
Address Line 4:	St. Paul, MINNESOTA 55144		
NAME OF SUBMITTER:	Michael L. Gannon		
SIGNATURE:	/Michael L. Gannon/		
DATE SIGNED:	09/15/2015		

CH \$165.00 3386987

Total Attachments: 5

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CELGARD TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Assignment**") dated as of August 26, 2015 (the "**Effective Date**"), is entered into by and between Celgard, LLC, a Delaware limited liability company having a principal place of business at 13800 S. Lakes Dr., Charlotte, North Carolina 28273 ("**Assignor**"), and 3M Company, a Delaware corporation having a principal place of business at 3M Center, 2501 Hudson Road, St. Paul, Minnesota 55144 ("**Assignee**").

PRELIMINARY STATEMENTS

A. WHEREAS, Assignee and an affiliate of Assignor have entered into that certain Asset Purchase Agreement, dated February 23, 2015 (hereinafter the "**APA**"), in connection with which Assignor has agreed to sell, and Assignee has agreed to purchase, the trademarks and trademark applications set forth on Schedule A hereto (such trademarks and trademark applications, the "**Transferred Trademarks**");

B. WHEREAS, this Agreement is an Ancillary Agreement pursuant to the APA; and

C. WHEREAS, pursuant to the APA, Assignor desires to assign to Assignee, and Assignee desires to receive, the Transferred Trademarks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, pursuant to the APA and in consideration of the foregoing and the mutual covenants and agreements contained in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Pursuant to and subject to the terms and conditions of the APA, Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following: (a) the Transferred Trademarks, and any renewals thereof, all registrations that have been or may be granted thereon, any pending trademark applications therefor, all common law rights thereto and all goodwill associated therewith or symbolized thereby, together with all income, royalties, damages and payments now or hereafter due or payable with respect of the Transferred Trademarks; and (b) all rights to causes of action and remedies related thereto, including without limitation the right to sue, counterclaim and recover for past, present and future infringement, dilution and/or other violation of the rights assigned to Assignee hereunder.

2. **Cooperation.** Assignor agrees, at the request and expense of Assignee, to take or cause to be taken all such other actions, including without limitation the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively perfect in, secure to, record in the name of, protect and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Transferred Trademarks.

3. **Recordation.** Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and trademark office fees in any jurisdiction, associated with the perfection of Assignee's right, title, and interest in and to the

Transferred Trademarks and recordation and/or registration of this Assignment or any other document evidencing the assignment from Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes the Director of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

4. Miscellaneous. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Assignment shall be governed by, and construed in accordance with the laws of the United States in respect to trademark issues and in all other respects by the governing law and venue provisions of Sections 10.05 and 10.07 of the APA. ASSIGNEE ACKNOWLEDGES THAT, EXCEPT AS MAY BE PROVIDED IN THE APA, THE TRANSFERRED TRADEMARKS ARE CONVEYED "AS IS" AND "WITH ALL FAULTS," AND WITHOUT ANY REPRESENTATION, WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION AS TO THE CONDITION OF TITLE, ENFORCEABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, VALIDITY, REGISTRABILITY OR ANY OTHER WARRANTY. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed on the date first written above by their respective duly authorized officers.

ASSIGNOR

By: Celgard, LLC

By: Polypore International, Inc.
Its: Member Manager

By:



Name: Robert Toth
Title: President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005623 FRAME: 0462

ASSIGNEE

By: 3M Company

Signature: 
Name: Ted K. Ringsred
Title: Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 005623 FRAME: 0463

Schedule A

Transferred Trademarks

#	Trademark	Application No.	Registration No.
1.	MICROMODULE	78973071	3386987
2.	ULTRAFLUX	77126834	3573170
3.	MINIMODULE	76224047	2612130
4.	LIQUI-CEL	74075993	1646734
5.	LIQUI-CEL	74192535	1698911
6.	SUPERPHOBIC	76295626	2538306