

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGMA-ALDRICH CO. LLC		10/01/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	JOHNSON MATTHEY PLC		
Street Address:	25 FARRINGDON STREET, 5TH FLOOR		
City:	LONDON		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4A 4AB		
Entity Type:	PUBLIC LIMITED COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3395435	PHARMORPHIX	
CORRESPONDENCE DATA			
Fax Number:	7036850573		
<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:	7035212297		
Email:	rcarter@young-thompson.com		
Correspondent Name:	Young & Thompson		
Address Line 1:	209 Madison Street		
Address Line 2:	Suite 500		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	JEFFREY M. GOEHRING		
SIGNATURE:	/JEFFREY M. GOEHRING/		
DATE SIGNED:	11/10/2015		
Total Attachments: 7			
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BETWEEN:

- (1) **SIGMA-ALDRICH CO. LLC** a company incorporated and registered in the United States with number 232243 which has its registered office at 3050 Spruce Street, St. Louis, Missouri, 63103 ("SA LLC"); and
- (2) **JOHNSON MATTHEY PLC** a company incorporated and registered in England and Wales with number 33774 which has its registered office at 5th Floor, 25 Farringdon Street, London EC4A 4AB ("Assignee").

BACKGROUND:

SA LLC is the proprietor of the Trademarks (as defined below) and SA LLC has agreed to assign its rights, title and interest in and to the Trademarks to the Assignee.

IT IS AGREED:

1. DEFINITIONS

In this assignment:

"Encumbrance" any interest or equity of any person and of any nature (including any right to acquire, option or right of pre-emption or any mortgage, charge, pledge, lien, assignment (contingent or otherwise), hypothecation, security interest, title retention or agreement for or obligations as to any of the same or any other security agreement or arrangement).

"Trademark" means the following trade mark registrations (together with any and all goodwill and unregistered intellectual property rights subsisting in the Trademarks):

Country	Mark	Mark No	Class	Application Date	Renewal Date	Status
European Community	PHARMORPHIX	5462941	42	13 Nov 2006	13 Nov 2016	Registered
USA	PHARMORPHIX	3395435	42	10 November 2006	18 March 2018	Registered

2. ASSIGNMENT

2.1 In consideration of the sum of £1 (one pound sterling) now paid by the Assignee to SA LLC (the receipt and sufficiency of which SA LLC hereby acknowledges) SA LLC hereby assigns to the Assignee absolutely with effect from the date of this assignment, and free from Encumbrances, all its property, right, title and interest throughout the world in and to:

2.1.1 the Trademarks;

2.1.2 the right to claim priority or seniority in respect of the Trademarks; and

2.1.3 the right to take all action necessary to recover damages or obtain any other remedies in respect of all infringements of any of the Trademarks (or for passing off or for otherwise infringing the rights of SA LLC in the Trademarks), whether committed before or after the date of this assignment, including the right to retain any damages obtained as a result of such action.

3. FURTHER ASSURANCE

SA LLC shall from time to time at the request and cost of the Assignee do (or procure to be done) all such other things and/or execute and deliver (or procure to be executed and delivered) all such other documents as may be reasonably required for the purpose of giving full effect to this assignment and to vest in the Assignee the full benefit of the Trademarks.

4. COUNTERPARTS

This assignment may be executed in any number of counterparts, and by the parties on ~~separate counterparts, but shall not be effective until each party has executed at least one~~ counterpart and each counterpart shall constitute an original of this assignment, but all the counterparts shall together constitute one and the same agreement.

5. GOVERNING LAW AND JURISDICTION

This assignment and any matter arising from or in connection with it shall be governed by and construed in accordance with English law and the parties irrevocably agree to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with this assignment.

IN WITNESS whereof the parties have executed this assignment as a deed and is delivered and takes effect on the day and year first above written.

Executed, but not delivered until the first date)
specified on page 1, by **SIGMA-ALDRICH**)
CO LLC by an authorised signatory in the)
presence of a witness:)

Signature

Name (block capitals)

.....
Authorised Signatory

Witness signature

Witness name
(block capitals)

Witness address

Executed, but not delivered until the first date)
specified on page 1, by **JOHNSON**)
MATTHEY PLC by an authorised signatory)
in the presence of a witness:)

Signature *R. MacLeod*

Name (block capitals) *R MACLEOD*

Authorised Signatory

Witness signature *DAVID ASPINALL*

Witness name *DAVID ASPINALL*
(block capitals)

Witness address *SELKIS AVENUE*

BOWINGHAM

T823 1UB

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Executed, but not delivered until the first date)
specified on page 1, by SIGMA-ALDRICH)
CO LLC by an authorised signatory in the)
presence of a witness:)

Signature Michael Hollenkamp

Name (block capitals) MICHAEL HOLLENKAMP
Authorised Signatory

Witness signature B. Schack

Witness name BRYAN SCHACK
(block capitals) DIRECTOR, CORE DEVELOPMENT SIGMA ALDRICH

Witness address 3050 SPRUCE ST
ST. LOUIS, MO 63103

Executed, but not delivered until the first date)
specified on page 1, by JOHNSON)
MATHEY PLC by an authorised signatory)
in the presence of a witness:)

Signature _____

Name (block capitals) _____
Authorised Signatory

Witness signature _____

Witness name _____
(block capitals)

Witness address _____

