

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363929

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OM Group, Inc.		10/28/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Duke Finance Subsidiary Holdings LLC		
<b>Street Address:</b>	One Manhattanville Road		
<b>Internal Address:</b>	Suite 201		
<b>City:</b>	Purchase		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10577		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1873473	OMG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	mmakover@paulweiss.com, dewilliams@paulweiss.com		
<b>Correspondent Name:</b>	Matthew S. Makover		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	30081-001		
<b>NAME OF SUBMITTER:</b>	Matthew S. Makover		
<b>SIGNATURE:</b>	/Matthew S. Makover/		
<b>DATE SIGNED:</b>	11/30/2015		
<b>Total Attachments: 5</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of October 28, 2015, is made by and between OM Group, Inc., a Delaware Corporation ("Assignor") and Duke Finance Subsidiary Holdings LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Assignment Agreement, dated as of the date hereof (the "Contribution Agreement");

WHEREAS, pursuant to the Contribution Agreement, the parties thereto agreed to cause Assignee to purchase and accept and Assignor to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under a certain trademark with the name O OMGROUP and Design (registration number 1495052), and any registrations thereof or applications therefor, and including all goodwill associated therewith (the "Trademark"); and

WHEREAS, the parties wish to execute this Assignment for purposes of recording the assignment and transfer of the Trademark from Assignor to Assignee pursuant to the Contribution Agreement with all applicable intellectual property offices worldwide, as may be necessary or desirable to effectuate, record and perfect the assignment and transfer of the Trademark from Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, the totality of all of Assignor's right, title and interest in and to the Trademark in Italy, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademark, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the Parties, Assignee shall be the exclusive owner of the Trademark.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate

government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademark, including, without limitation, its recordation in relevant state and national trademark offices.

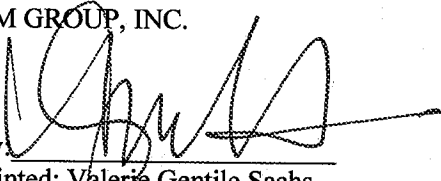
Section 1.4 Entire Agreement. This Assignment and the Contribution Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof.

Section 1.5 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of Italy, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the courts located Milan, Italy for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.6 Counterparts. This Assignment may be executed in counterparts, each of which will be a true legal copy.

[Signature Page Follows]

OM GROUP, INC.



By: \_\_\_\_\_

Printed: Valerie Gentile Sachs

Title: Vice President

DUKE FINANCE SUBSIDIARY  
HOLDINGS, LLC

By: \_\_\_\_\_

Printed: Laurie D. Medley

Title: President

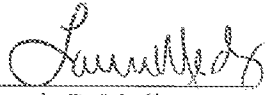
*[Signature Page to US Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005678 FRAME: 0036**

OM GROUP, INC.

By: \_\_\_\_\_  
Printed: Valerie Gentile Sachs  
Title: Vice President

DUKE FINANCE SUBSIDIARY  
HOLDINGS LLC

By:   
Printed: Laurie D. Medley  
Title: President

*[Signature Page to US Trademark Assignment Agreement]*

**TRADEMARK**  
**REEL: 005678 FRAME: 0037**

**Schedule A**

<b>Trademark</b>	<b>Serial No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>	<b>Owner Name</b>	<b>Status</b>
OMG	74435000 13-SEP-1993	1873473 17-JAN-1995	OM Group, Inc.	Registered