

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365144

<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>
ChemSpec USA, Inc.		11/02/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ChemSpec USA, LLC		
<b>Street Address:</b>	9287 Smucker Road		
<b>City:</b>	Orrville		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44667		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2086351	BIG SKY	
<b>Registration Number:</b>	2521017	BIG SKY COLOR WIZARD	
<b>Registration Number:</b>	4119684	METACRYL	
<b>Registration Number:</b>	4202398	METALUX	
<b>Registration Number:</b>	3631437	MONTANA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022987570		
<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>Phone:</b>	202-625-3500		
<b>Email:</b>	KattenDCTM@kattenlaw.com		
<b>Correspondent Name:</b>	Peter Riebling - Katten Muchin Rosenman		
<b>Address Line 1:</b>	2900 K Street, NW		
<b>Address Line 2:</b>	North Tower, Suite 200		
<b>Address Line 4:</b>	Washington, D.C. 20007-5118		
<b>ATTORNEY DOCKET NUMBER:</b>	383934-00239		
<b>NAME OF SUBMITTER:</b>	Peter J. Riebling		
<b>SIGNATURE:</b>	/peter j. riebling/		
<b>DATE SIGNED:</b>	12/09/2015		

CH \$140.00 2086351

**Total Attachments: 9**

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of November 2, 2015 ("Assignment Effective Date"), is made by and between ChemSpec USA, Inc., an Ohio corporation having offices at 9287 Smucker Road, Orrville, Ohio 44667 ("Assignor"), and ChemSpec USA, LLC, a Delaware limited liability company having offices at 9287 Smucker Road, Orrville, Ohio 44667 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Purchased Intellectual Property (defined below); and

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title and interest in and to the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions.** Capitalized terms used but not defined herein and defined in the Asset Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Asset Purchase Agreement. The following terms shall have the following meanings.

"Asset Purchase Agreement" means that certain asset purchase agreement dated October 6, 2015, as it may be amended or supplemented from time to time, by and among Assignee, Assignor and certain other affiliates of Assignor, together with the exhibits and schedules thereto.

"Purchased Intellectual Property" shall mean the Intellectual Property within the definition of "Purchased Intellectual Property" in the Asset Purchase Agreement (other than such Intellectual Property owned by Affiliates of Assignor). The Purchased Intellectual Property includes, but is not limited to, the items listed on Schedule 1 attached hereto.

"Intellectual Property" shall have the meaning set forth in the Asset Purchase Agreement and includes all intellectual property of any kind, worldwide, including (a) trademarks, service marks, trade names, brand names, corporate names, logos, trade dress, domain names registered by any authorized private registrar or Governmental Authority, web addresses, social media user names, identifiers and accounts, or other source identifiers or indicia of goods or services, whether registered or unregistered, and all registrations and applications for registration of such, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing; (b) original works of authorship in any medium of expression, whether or not published, including without limitation all product literature, web pages, and related content, all copyrights (whether registered or unregistered), all registrations and applications for registration of such copyrights, and all issuances, extensions, restorations, reversions and renewals of such registrations and applications; (c) Confidential Information and Records (as those terms are defined in the Asset Purchase Agreement); (d) patented and patentable designs and inventions, all design, plant and utility patents, letters patent, utility models, pending patent applications, provisional applications, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, inter partes review proceedings, post-grant review

proceedings, and renewals of such patents and applications; (e) Software (as that term is defined in the Asset Purchase Agreement); and (f) all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

2. **Assignment.** Effective as of the Assignment Effective Date, Assignor does hereby sell, assign, transfer and set over to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Purchased Intellectual Property. The foregoing assignment of Purchased Intellectual Property includes all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing.

3. **Authority.** Assignor hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Assignment.

4. **Further Assurances and Covenants.**

(a) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to Assignee its interest and title in the aforementioned Purchased Intellectual Property.

(b) Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of the Purchased Intellectual Property or in the preparation or prosecution of any continuation, continuation-in-part, divisional, substitute, renewal, or reissue applications, or any trademark or copyright applications or registrations, or in any amendments, extensions, interference, reexamination, inter partes review, post grant review, or opposition proceedings, or other applications for patents, trademarks or copyrights of any region or country, or that may be necessary to prosecute, protect, or perfect the aforementioned Purchased Intellectual Property.

(c) Assignor hereby further covenants and agrees that it will communicate to Assignee any and all facts known to it respecting said Purchased Intellectual Property, and testify in any legal proceeding, sign all lawful papers, execute and deliver all papers and take an actions that may be necessary or desirable to perfect the title to any of the Purchased Intellectual Property.

5. **Registrations.** Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, the Register of the United States Copyright Office, and directors of equivalent foreign intellectual property offices, to issue any and all letters patent, trademark registrations, copyright registrations, or similar rights which may be granted upon said Purchased Intellectual Property, or upon any improvements thereto, or any parts thereof, when granted, to said Assignee.

6. **Counterparts.** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

*[SIGNATURE PAGE FOLLOWS]*

IN TESTIMONY WHEREOF, I hereunto set my hand this 30<sup>th</sup> day of October, 2015.

CHEMSPEC USA, INC. (ASSIGNOR)

By: Ronald D. Snow

Name: Ronald D. Snow

Title: President

County of Wayne )  
 ) ss:  
State of Ohio )

On this 30<sup>th</sup> day of October, 2015, before me, a Notary Public in and for the County and State aforesaid, personally appeared Ronald D. Snow, personally known to me or who has produced \_\_\_\_\_ as identification, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Kimberly C. Waitkunas  
Notary Public

My Commission Expires 3/3/2019

(SEAL)



Kimberley C. Waitkunas  
Notary Public, State of Ohio  
My Commission Expires  
March 3, 2019

[Signature Page to Intellectual Property Assignment]

IN TESTIMONY WHEREOF, I hereunto set my hand this 30th day of October, 2015.

CHEMSPEC USA, LLC (ASSIGNEE)

By: Rajeev S Rao

Name: Rajeev Rao

Title: Vice President, Strategy & Business Development

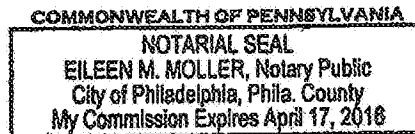
County of Philadelphia )  
State of Pennsylvania ) ss:

On this 30th day of October, 2015, before me, a Notary Public in and for the County and State aforesaid, personally appeared Mr. Rao, personally known to me or who has produced Driver's License as identification, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Eileen M. Moller  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)



[Signature Page to Intellectual Property Assignment]

**SCHEDULE 1  
PURCHASED INTELLECTUAL PROPERTY**

(see attached)



I-1



Purchased Intellectual Property

Trademarks:

1. The Trademarks listed below:

Mark	Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
METACRYL	Chemspec USA, Inc.	Canada	1529264	26-May-2011	TMA875123	07-Apr-2014	Registered
METALUX	Chemspec USA, Inc.	Puerto Rico	79222	26-Jan-2012	202230	19-Oct-2014	Registered
METALUX 2 and Design 	Chemspec USA, Inc.	Puerto Rico	79025	23-Dec-2011			Pending
BIG SKY	Chemspec USA, Inc.	United States	74/711,379	04-Aug-1995	2,086,351	05-Aug-1997	Registered
BIG SKY COLOR WIZARD	Chemspec USA, Inc.	United States	75/888,753	05-Jan-2000	2,521,017	18-Dec-2001	Registered
METACRYL	Chemspec USA, Inc.	United States	85/326,216	20-May-2011	4,119,684	27-Mar-2012	Registered
METAYLUX	Chemspec USA, Inc.	United States	85/529,801	31-Jan-2012	4,202,398	04-Sep-2012	Registered
MONTANA (Stylized) 	Chemspec USA, Inc.	United States	78/912,713	20-Jun-2006	3,631,437	02-Jun-2009	Registered

Mark	Owner	Country	Application No.	Filing Date	Registration No.	Registration Date	Status
METACRYL	Chemspec USA, Inc.	Puerto Rico	76681	09-Jun-2011	201519	06-Apr-2015	Registered <i>Reported as Pending</i>

Copyrights:

None.

Patents:

None.

Software:

None

Domain Names:

2. Chemspec.us
3. Montanabigsky.com
4. Montanabigsky.net
5. Montprod.com
6. Easimix.com
7. Easimix.us
8. Chemspecpaint.com
9. Social Media: Facebook – ChemSpec USA, Inc.