

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM368246

<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>
Nizi International S.A.		11/30/2015	CORPORATION: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chemalloy Company LLC		
<b>Street Address:</b>	9700 W. Higgins Road, Suite 1000		
<b>City:</b>	Rosemont		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1966269	NI-CAL	
Registration Number:	2244377	CF MANGANESE	
Registration Number:	2301500	SULPHEX	
Registration Number:	0909860	NA-FLUX	
Registration Number:	0917926	SPARFLUX	
Registration Number:	0917924	TRIMANOX	
Registration Number:	1666434	NITREX	
Registration Number:	1669141	TI-LOY	
Registration Number:	1683531	CHEMAFLUX	
Registration Number:	0938351	CRYOFLUX	
Registration Number:	0952553	CC	
Registration Number:	0977625	MANSILEX	
Registration Number:	0989991	ZIRCALEX	
Registration Number:	0991820	ZIR-LOY	
Registration Number:	4793881	TI-FLUX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129843150		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 3129843100  
**Email:** trademarks@bfkn.com  
**Correspondent Name:** Wendi E. Sloane  
**Address Line 1:** 200 West Madison Street, Suite 3900  
**Address Line 4:** Chicago, ILLINOIS 60606

<b>ATTORNEY DOCKET NUMBER:</b>	NIZI-0003
<b>NAME OF SUBMITTER:</b>	Wendi E. Sloane
<b>SIGNATURE:</b>	/Wendi E Sloane/
<b>DATE SIGNED:</b>	01/06/2016

**Total Attachments: 5**

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source=NIZI-0003 Assignment #page4.tif  
source=NIZI-0003 Assignment #page5.tif

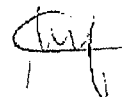
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ASSET PURCHASE AGREEMENT  
BY AND BETWEEN  
NIZI INTERNATIONAL S.A.  
AND  
CHEMALLOY COMPANY LLC

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DATED AS OF: NOVEMBER 3<sup>rd</sup>, 2015

1138427.v3



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REEL: 005703 FRAME: 0650

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is entered into and made effective as of November \_\_, 2015 by and between Nizi International S.A., a corporation incorporated in Luxembourg (the "Assignor"), and Chemalloy Company LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

A. The Assignee and the Assignor are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") pursuant to which the Assignor has agreed to sell, convey, assign, transfer and deliver to the Assignee and the Assignee has agreed to purchase from the Assignor, all of the Assignor's right, title and interest in, to and under the Intellectual Property Assets set forth on Schedule A hereto.

B. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to such terms in the Purchase Agreement.

C. This Agreement is being executed and delivered by the parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Assignee and the Assignor agree as follows:

1. The Assignor hereby irrevocably conveys, transfers and assigns to the Assignee all right, title and interest of the Assignor in, to and under all of the Intellectual Property Assets owned by the Assignor, including without limitation, the Intellectual Property Assets set forth on Schedule A hereto, in each case together with all goodwill associated therewith and all rights of the Assignor to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation of such Intellectual Property Assets. The Assignee is to hold all right, title and interest in and to such Intellectual Property Assets as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. The Assignor authorizes and requests the Assignee to cause the Assignee to be recorded as the assignee or transferee of the Intellectual Property Assets set forth on Schedule A hereto and shall, promptly upon presentation to the Assignor by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as may be required.

3. Following the Closing Date, the Assignor agrees to promptly deliver to the Assignee or its legal counsel any additional documents or tangible things that the Assignee may reasonably request relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, registration, assertion or enforcement of the Intellectual Property Assets set forth on Schedule A hereto.



4. The assignment and assumption made pursuant to this Agreement is in accordance with and subject to all of the representations, warranties, covenants, limitations and other provisions set forth in the Purchase Agreement. Nothing herein is intended to limit, supersede or expand in any way the representations and warranties set forth in the Purchase Agreement. Wherever the provisions in this Agreement and the Purchase Agreement conflict, the provisions of the Purchase Agreement will control.

5. This Agreement shall be binding upon and enforceable against the parties hereto and their successors and permitted assigns.

6. This Agreement may be executed in one or more counterparts and by facsimile transmission, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

7. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Follows]



IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered by its authorized representative as of the date first above written.

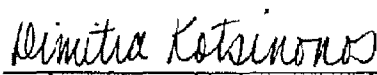
THE ASSIGNOR:

NIZI INTERNATIONAL S.A.

By:   
Name: Ulf Berg  
Its: Chief Executive Officer

THE ASSIGNEE:

CHEMALLOY COMPANY LLC

By:   
Name: DIMITRA KOTSIKONOS  
Its: CFO

**SCHEDULE A**

**Trademarks**

Trademark	Serial No.	Class	Registration No.
NI-CAL®	1966269	266-94	4/09/2016
CF MANGANESE®	2244377	015-92	5-1-2019
SULPHEX®	2301500	253-97	12-21-2019
NA-FLUX®	0909880	020-70	3-16-2021
SPARFLUX®	0917926	249-67	8-10-2021
TRIMANOX®	017924	021-70	8-10-2021
NITREX®	1666434	177-90	12-3-2021
TI-LOY®	1669141	176-90	12-24-2021
CHEMAFLUX®	1683531	033-91	4-21-2022
CRYOFLUX®	0938351	138-70	7-25-2022
CHEMALLOY® CCI Design	0992553	275-71	2-6-2023
MANSILEX®	977325	023-72	1-29-2024
ZIRCALEX®	989991	254-73	8-6-2024
ZIR-LOY®	991820	253-73	8-27-2024

TI-FLUX trademark, US Serial No. 86480803, filed on December 18, 2014 with the USPTO

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