

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenrich Petrochemicals, Inc.		01/11/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Flow Polymers, LLC		
Street Address:	12819 Coit Road		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0939392	KEN-MAG	
Registration Number:	0989459	KEN-ZINC	
Registration Number:	0989460	KENLASTIC	
Registration Number:	4474142	KENMIX	
Registration Number:	1071212	DRYSPERSION	
Registration Number:	1044534	DRIMIX	
CORRESPONDENCE DATA			
Fax Number:	3125778994		
<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:	312-902-5200		
Email:	deborah.wing@kattenlaw.com		
Correspondent Name:	Deborah Wing c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	344136-3/FLOW POLYMERS		
NAME OF SUBMITTER:	Deborah A. Wing		
SIGNATURE:	/DAW/		
DATE SIGNED:	01/28/2016		

CH \$165.00 0939392

Total Attachments: 11

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Assignment**") is made and entered into as of January 11, 2016 by and between Flow Polymers, LLC, a Delaware limited liability company having a principal place of business at 12819 Coit Road, Cleveland, OH 44108 ("**Assignee**") and Kenrich Petrochemicals, Inc., a Delaware corporation having a principal place of business at 140 E 22nd Street, PO Box 32, Bayonne, NJ 07002 ("**Assignor**").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "**Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, the payment of \$1 from Assignee to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "**Marks**"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

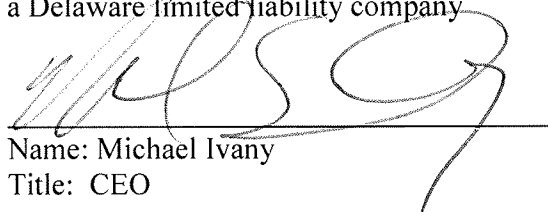
3.4 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

FLOW POLYMERS, LLC,
a Delaware limited liability company



Name: Michael Ivany
Title: CEO

“Assignor”

KENRICH PETROCHEMICALS, INC.,
a Delaware corporation



By:
Name: Salvatore J. Monte
Title: President

(Signature Page to Trademark Assignment)

TRADEMARK
REEL: 005718 FRAME: 0176

SCHEDULE A

MARKS

1. Drimix®;
2. Dryspersion®;
3. Kenmix®;
4. Kenlastic®;
5. Ken-Zinc®; and,
6. Ken-Mag®.

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, **KENRICH PETROCHEMICALS, INC.**, a Delaware corporation ("Seller) has GRANTED, CONVEYED, BARGAINED, SOLD, TRANSFERRED and DELIVERED, and by these presents does GRANT, CONVEY, BARGAIN, SELL, TRANSFER and DELIVER unto **FLOW POLYMERS, LLC**, a Delaware limited liability company ("Buyer"), all of Seller's right, title and interest in and to the Acquired Assets, as such term is defined in that certain Asset Purchase Agreement (the "APA") dated as of January 11, 2016.

The Seller, for itself and for its successors and assigns, does hereby warrant to and covenant with Buyer that Seller is the lawful owner of the Acquired Assets hereby transferred by Seller described in the attached Schedule A hereof; that the Acquired Assets are free and clear of all liens and encumbrances of every nature and type (except Permitted Encumbrances); that Seller has good right to sell the Acquired Assets to Buyer pursuant hereto; and that Seller will WARRANT AND DEFEND title to the Acquired Assets hereby sold and Buyer's rights therein against the claims and demands of all persons.

Seller, for itself and its successors and assigns, do further hereby covenant that from time to time and after delivery of this Bill of Sale at the request of Buyer, but without further consideration, it and they will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances and transfers for the purpose of more fully vesting in Buyer title to any of the Acquired Assets as Buyer may reasonably request.

This Bill of Sale is executed and delivered in furtherance of the consummation of the transactions contemplated by the APA, but does not supersede the APA and the terms and provisions of the APA and is subject to the terms thereof, together with the terms and provisions of any other instruments of transfer delivered pursuant to the APA, shall survive the execution and delivery hereof. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine.

EXECUTED as of January 11, 2016

KENRICH PETROCHEMICALS, INC.



By: Salvatore J. Monte
Its: President

TRADEMARK
REEL: 005718 FRAME: 0178

United States Patent Office

939,392
Registered Aug. 1, 1972

PRINCIPAL REGISTER Trademark

Ser. No. 389,275, filed Apr. 15, 1971

KEN-MAG

Kenrich Petrochemicals, Inc. (New Jersey corporation)
Foot of E. 22nd St.
Bayonne, N.J. 07002

For: MAGNESIUM OXIDE DISPERSION, in CLASS
6 (INT. CL. 1).
First use Dec. 11, 1969; in commerce Dec. 11, 1969.

D. E. FREED, Examiner

Int. Cl.: 1

Prior U.S. Cl.: 6

United States Patent Office

Reg. No. 989,459
Registered July 30, 1974

TRADEMARK
Principal Register

KEN-ZINC

Kenrich Petrochemicals, Inc. (Delaware corporation)
Foot of E. 22nd St.
Bayonne, N.J.

For: ACTIVATOR AND REINFORCER FOR CUR-
VATIVES IN THE COMPOUNDING OF RUBBER, in
CLASS 6 (INT. CL. 1).

First use June 5, 1973; in commerce June 5, 1973.

Ser. No. 460,579, filed June 18, 1973.

C. W. AYCOCK, Examiner

TRADEMARK
REEL: 005718 FRAME: 0180

Int. Cl.: 1

Prior U.S. Cl.: 6

United States Patent Office

Reg. No. 989,460
Registered July 30, 1974

TRADEMARK
Principal Register

KENLASTIC

Kenrich Petrochemicals, Inc. (Delaware corporation)
Foot of E. 22nd St.
Bayonne, N.J.

For: RUBBER CHEMICAL, OR A SPECIFIC COM-
BINATION OF RUBBER CHEMICAL DISPERSED AT
HIGH CONCENTRATION IN VARIOUS POLYMERIC
BINDERS, in CLASS 6 (INT. CL. 1).

First use Apr. 19, 1973; in commerce Apr. 19, 1973.

Ser. No. 460,580, filed June 18, 1973.

C. W. AYCOCK, Examiner

TRADEMARK
REEL: 005718 FRAME: 0181

United States of America
United States Patent and Trademark Office

KENMIX

Reg. No. 4,474,142

Registered Jan. 28, 2014

Int. Cl.: 1

TRADEMARK

PRINCIPAL REGISTER

KENRICH PETROCHEMICALS, INC. (DELAWARE CORPORATION)
140 EAST 22ND STREET
BAYONNE, NJ 07002

FOR: CHEMICAL PREPARATIONS FOR USE AS RUBBER ACCELERATORS AND RUBBER ACCELERATORS DISPERSED IN OILY RESIN, FOR USE IN THE MANUFACTURE OF RUBBER AND POLYMER MATERIALS, IN CLASS 1 (U.S. CLS. 1, 5, 6, 10, 26 AND 46).

FIRST USE 1-25-1955; IN COMMERCE 1-25-1955.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 625,192, 1,325,262 AND OTHERS.

SER. NO. 85-920,509, FILED 5-1-2013.

ELISSA GARBER KON, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 005718 FRAME: 0182



Int. Cl.: 1

Prior U.S. Cl.: 6

United States Patent Office

Reg. No. 1,071,212
Registered Aug. 16, 1977

TRADEMARK
Principal Register

Dryspersion

Kenrich Petrochemicals, Inc. (Delaware corporation)
Foot of E. 22nd St.
Bayonne, N.J.

For: CHEMICAL FOR VULCANIZING AND ACCELERATING POLYMERS FOR USE IN THE RUBBER AND PLASTIC INDUSTRY, in CLASS 1 (U.S. CL. 6).

First use Apr. 27, 1975; in commerce Apr. 27, 1975.

Ser. No. 26,094, filed July 1, 1974.

J. P. BOUXSEIN III, Examiner

TRADEMARK
REEL: 005718 FRAME: 0183

Int. Cl.: 1

Prior U.S. Cl.: 6

United States Patent Office

Reg. No. 1,044,534

Registered July 27, 1976

TRADEMARK

Principal Register

Drimix

Kenrich Petrochemicals, Inc. (Delaware corporation)
Foot of E. 22nd St.
Bayonne, N.J. 07002

For: PLASTICIZERS, ANTIOXIDANTS, VULCANIZING AGENTS AND ACCELERATORS FOR USE IN THE RUBBER AND PLASTIC INDUSTRIES, in CLASS 1 (U.S. CL. 6).

First use June 1958; in commerce June 1958.

Ser. No. 26,095, filed July 1, 1974.

J. P. BOUXSEIN III, Examiner