

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM379356

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		10/19/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Honeywell Specialty Chemicals Seelze GmbH		
Street Address:	Wunstorfer Strasse 40		
City:	30926, Seelze		
State/Country:	GERMANY		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3277778	TRACESELECT	
CORRESPONDENCE DATA			
Fax Number:	3019720370		
<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:	5182808924		
Email:	trademarks@ems-legal.com		
Correspondent Name:	A. Tally Eitan		
Address Line 1:	18106 Kitchen House Court		
Address Line 2:	c/o Edna Eisemann		
Address Line 4:	Germantown, MARYLAND 20874		
ATTORNEY DOCKET NUMBER:	102096-12-30		
NAME OF SUBMITTER:	Michelle Rosenberg		
SIGNATURE:	/mw/		
DATE SIGNED:	04/05/2016		
Total Attachments: 6			
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TRADEMARK

REEL: 005765 FRAME: 0179

Trademark Assignment

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of December 15, 2015, is by and between Sigma-Aldrich Co. LLC, a Delaware limited liability company located at 3050 Spruce Street, St. Louis, MO 63103 ("Assignor") and Honeywell Specialty Chemicals Seelze GmbH, a German limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, Assignor and Assignee, among others, have entered into that certain Share and Business Assets Purchase Agreement, dated as of October 19/20, 2015 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, assign, and transfer to Buyer (as such term is defined in the Purchase Agreement) or Buyer's designee(s) all of Assignor's right, title, and interest in and to the trademark applications and registrations and unregistered and common law trademark and trade name rights used solely or predominantly for the Divestment Business, as set forth on Schedule A hereto, any common law rights held by Assignor in common law jurisdictions in the trademarks set forth on Schedule A, and, to the extent Assignor owns any other rights in the trademarks identified on Schedule A in any other jurisdictions, all of Assignor's rights in such other jurisdictions (collectively, the "Assigned Marks").

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

1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby and, with regard to any Assigned Marks that are intent to use applications, the Parties acknowledge that the portion of Assignor's business in respect of which Assignor has a bona fide intent to use such marks is also being transferred pursuant and subject to the Purchase Agreement, and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof and (c) grant licenses or other interests therein.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable governmental entity or registrar (including any applicable national or international office or registrar), to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks, if applicable. Any reasonable fees charged by any applicable national or international office or registrar in relation to the recordation of the assignment shall be borne by Assignor, and Assignor shall reimburse Assignee for any and all such fees actually paid by Assignee.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, all reasonable cooperation and assistance as requested by Assignee to effect, evidence or perfect the assignment of the Assigned Marks to Assignee, or any assignee or successor thereto. In addition, upon Assignee's reasonable request, Assignor shall make available to Assignee copies of documents in its possession concerning the Assigned Marks, including copies of the original registration certificate and correspondence with applicable government trademark offices, any objectors to the Assigned Marks, or other third parties (except to the extent such documents are protected by privilege or obligations of confidentiality).

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor and Assignee and their respective affiliates under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

8. Governing Law and Dispute Resolution

(a) Governing Law. This Assignment, and all contractual, quasi-contractual and non-contractual obligations arising from or connected with this Assignment, shall be governed by, and construed in accordance with, the laws of Germany (excluding conflicts of laws rules), provided that any agreement referenced herein which contains a choice of law provision, or is by function of mandatory law subject to the laws of a jurisdiction other than Germany, shall be governed by, and construed in accordance with, the laws of the jurisdiction specified in such provision or required by such mandatory law. The United Nations Conventions on Contracts for the International Sale of Goods (*CISG*) shall not apply.

(b) Arbitration.

(i) Referral to Arbitration. Any dispute, controversy or claim arising out of or in connection with this Assignment, including any question regarding its existence, validity or termination shall be referred to and finally resolved under the Rules of Arbitration of the International Chamber of Commerce, which ICC Rules are deemed to be incorporated by reference into this clause, by three (3) arbitrators. The third (3rd) arbitrator who shall

be the chairman of the tribunal, shall be nominated by the two (2) party-appointed arbitrators. If within fifteen (15) days of a request from the other party to do so, a party fails to nominate an arbitrator, or if the two (2) arbitrators fail to nominate the third (3rd) arbitrator within thirty (30) days of the last of their appointments, the appointment shall be made, upon request of a party, by the ICC Court in accordance with the ICC Rules.

- (ii) Place of Arbitration. The place of arbitration shall be Frankfurt am Main, Germany. The language of the arbitral proceedings shall be English. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction.
- (iii) Interim or Preliminary Injunctions. In accordance with Article 28(2) of the ICC Rules and this Assignment, the jurisdiction of courts to issue an interim or preliminary injunction, or any other interim relief, shall remain unaffected by the Parties' agreement to arbitrate pursuant to this Section. Without prejudice to such injunctions that may be granted by a court, the arbitral tribunal shall also have full jurisdiction to grant interim or provisional remedies, to order a party to seek modification or vacation of an injunction issued by a court and to award damages for the failure of a party to respect the arbitral tribunal's orders to that effect.

[Signature Page Follows]

SCHEDULE A TO TRADEMARK ASSIGNMENT

The following trademark registrations, and any common-law rights of Assignor in or to the trademark that is the subject of such registrations:

Jurisdiction	Trademark	App. No/ App. Date	Reg. No./ Reg. Date	Status
Switzerland	TRACESELECT	522462005 (Mar. 21, 2005)	533678 (Mar. 21, 2005)	Registered
United States	TRACESELECT	78797417 (Jan 23, 2006)	3277778 (Aug. 7, 2007)	Registered
Tunisia	CHROMASOLV	EE100025 (Jan. 6, 2010)	TN-E-2010-25 (Dec 29, 2010)	Registered

Common law only trademarks:

Mark	Status
TRACESELECT ULTRA	Common law only – used in connection with certain solvents in certain jurisdictions
PERDROGEN	Common law only – used in connection with hydrogen peroxide in certain jurisdictions

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed
as of the date above first written.

ASSIGNOR:

Sigma-Aldrich Co. LLC

By: 

Name: Koby Kreinbring
Title: Assistant Secretary

Acknowledged and Accepted:

ASSIGNEE:

Honeywell Specialty Chemicals Seelze
GmbH

By: _____

Name: Sven Eric Molzahn
Title: Geschäftsführer

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:

Sigma-Aldrich Co. LLC

By: _____
Name: Koby Kreinbring
Title: Assistant Secretary

Acknowledged and Accepted:

ASSIGNEE:

Honeywell Specialty Chemicals Seelze
GmbH

By:  _____
Name: Sven Eric Molzahn
Title: Geschäftsführer

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