

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381216

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900356216

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Akzo Noble Chemicals International B.V.		06/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Akzo Nobel Surface Chemistry LLC		06/29/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ISP Investments Inc.
Street Address:	1011 Centre Road
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19805
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	86048068	BIORECENTIA
Serial Number:	86048157	BIORECENTIS
Serial Number:	86047652	PURERECENTIA
Serial Number:	86047559	RECENTIS
Serial Number:	77830942	RECENTIA

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 908-243-3560
Email: mjwhelan@ashland.com
Correspondent Name: William J. Davis
Address Line 1: 1005 Rt 202/206
Address Line 2: Ashland Inc
Address Line 4: Bridgewater, NEW JERSEY 08807

NAME OF SUBMITTER:	William J. Davis
---------------------------	------------------

SIGNATURE:	/William J. Davis/
DATE SIGNED:	04/20/2016
Total Attachments: 6 source=Akzo Noble to ISP Investments#page1.tif source=Akzo Noble to ISP Investments#page2.tif source=Akzo Noble to ISP Investments#page3.tif source=Akzo Noble to ISP Investments#page4.tif source=Akzo Noble to ISP Investments#page5.tif source=Akzo Noble to ISP Investments#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of August 31, 2015 is entered into by and between Akzo Nobel Surface Chemistry LLC, a Delaware limited liability company and Akzo Nobel Chemicals International B.V., a Dutch corporation (each individually, the “**Seller**”, and jointly, the “**Sellers**”), and ISP Investments Inc., a Delaware corporation (“**Buyer**”).

WHEREAS, Akzo Nobel Surface Chemistry LLC and Ashland Specialty Ingredients G.P. have entered into that certain Asset Purchase Agreement, dated as of June 29, 2015 (the “**Purchase Agreement**”), pursuant to which Akzo Nobel Surface Chemistry LLC has agreed to convey, transfer and assign to Buyer, or to cause Akzo Nobel Chemicals International B.V. to convey, transfer and assign to Buyer, among other assets, the Intellectual Property Assets, and has agreed to execute and deliver, or to cause Akzo Nobel Chemicals International B.V. to execute and deliver, this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. Each Seller hereby conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of each Seller's right, title and interest in and to the Trademarks set forth in Schedule 1 (the “**Assigned Trademarks**”), including any goodwill associated with such Trademarks, together with:
 - (a) all rights of any kind whatsoever of each Seller accruing under the Assigned Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (b) any and all royalties, fees, income, payments and other proceeds due and payable on or after the date hereof with respect to the Assigned Trademarks; and
 - (c) any and all claims and causes of action with respect to the Assigned Trademarks accruing on or after the date hereof.
3. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof and pursuant to the terms of the Purchase Agreement, Sellers shall take such reasonable steps and actions, and provide such

reasonable cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

6. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first written above.

SELLER 1

Akzo Nobel Surface Chemistry LLC

By J. Massari
Name: Jeffrey T. Massari
Title: Assistant Secretary

By _____
Name: Saskia Croon
Title: Project Manager

SELLER 2

**Akzo Nobel Chemicals International
B.V.**

By J. Massari
Name: Jeffrey T. Massari
Title: Attorney-in-fact

By _____
Name: Saskia Croon
Title: Attorney-in-fact

AGREED TO AND ACCEPTED:

BUYER

ISP Investments Inc.

By _____
Name: Lynn P. Freeman
Title: Vice President

IN WITNESS WHEREOF, each Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first written above.

SELLER 1

Akzo Nobel Surface Chemistry LLC

By _____

Name: Jeffrey T. Massari

Title: Assistant Secretary

Saskia Croon

By _____

Name: Saskia Croon

Title: Project Manager

SELLER 2

Akzo Nobel Chemicals International B.V.

By _____

Name: Jeffrey T. Massari

Title: Attorney-in-fact

Saskia Croon

By _____

Name: Saskia Croon

Title: Attorney-in-fact

AGREED TO AND ACCEPTED:

BUYER

ISP Investments Inc.

By _____

Name: Lynn P. Freeman

Title: Vice President

IN WITNESS WHEREOF, each Seller has duly executed and delivered this Trademark Assignment to be effective as of the date first written above.

SELLER 1

Akzo Nobel Surface Chemistry LLC

By _____
Name: Jeffrey T. Massari
Title: Assistant Secretary

By _____
Name: Saskia Croon
Title: Project Manager

SELLER 2

**Akzo Nobel Chemicals International
B.V.**

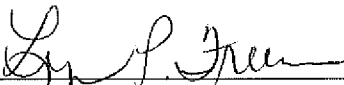
By _____
Name: Jeffrey T. Massari
Title: Attorney-in-fact

By _____
Name: Saskia Croon
Title: Attorney-in-fact

AGREED TO AND ACCEPTED:

BUYER

ISP Investments Inc.

By  _____
Name: Lynn P. Freeman
Title: Vice President

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	Country	Owner	Status	Appl No	Appl Date	Reg No	Reg Date	Class	Mark Type
BIORECENTIA	United States of America	Akzo Nobel Chemicals International B.V.	Published	86/048068	26-Aug-13			01	Word
BIORECENTIS	United States of America	Akzo Nobel Chemicals International B.V.	Published	86/048157	26-Aug-13			01	Word
PURERECENTIA	United States of America	Akzo Nobel Chemicals International B.V.	Published	86/047652	26-Aug-13			01	Word
RECENTIA	United States of America	Akzo Nobel Surface Chemistry LLC	Registered	77/830942	21-Sep-09	4115354	20-Mar-12	01	Word
RECENTIS	United States of America	Akzo Nobel Chemicals International B.V.	Published	86/047559	26-Aug-13			01	Word